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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 8 फरवरी, 2007

का.आ. 750.—सार्वजनिक स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (1) में वर्णित अधिकारी को सरकार का राजपत्रित अधिकारी होने के नाते उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है तथा यह निदेश भी देती है कि उक्त अधिकारी उक्त सारणी के कालम (2) में विनिर्दिष्ट सार्वजनिक परिसरों के संबंध में अपने क्षेत्राधिकार की स्थानीय सीमाओं के भीतर उक्त अधिनियम के अंतर्गत अथवा उसके द्वारा सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेगा तथा सौंपे गए कर्तव्यों का निर्वहन करेगा :-

सारणी

अधिकारी का पदनाम	सार्वजनिक परिसरों की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमाएं
(1)	(2)
कार्यालय पुलिस महानिरीक्षक, केन्द्रीय रिजर्व पुलिस बल, बिहार सेक्टर के कार्यालय में अपर पुलिस उप-महानिरीक्षक (संभरण तथा लेखा)।	दीघा, पटना, बिहार राज्य में केन्द्रीय रिजर्व पुलिस बल के अथवा इसके द्वारा या इसकी ओर से पट्टे पर लिए गए परिसर।

[फा. सं. प-II-1/2007-प्रशा.-1 (दीघा)-गृह मंत्रालय-पीएफ-III]

एच. काम. सुआनथांग, अवर सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 8th February, 2007

S.O. 750.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being gazetted officer of the Government, to be estate officer for the purposes of the said Act, and further directs that the said officer shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act, within the local limits of his jurisdiction, in respect of public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Additional Deputy Inspector General of Police (Provision and Accounts) in the office of Inspector General of Police, Central Reserve Police Force, Bihar Sector.	Premises belonging to, or taken on lease, by or on behalf of, the Central Reserve Police Force at Digha, Patna in the State of Bihar.

[F. No. A-II-1/2007-Adm-I (Digha)-MHA-PF. III]

H. KAM SUANTHANG, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय)

सेलम, 1 मार्च, 2007

संख्या 01/2007-सीमा शुल्क (एन.टी.)

का.आ. 751.—सीमा शुल्क अधिनियम, 1962 की धारा 152 खण्ड (ए) के अंतर्गत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1 जुलाई, 1994 की अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) के अधीन अधोहस्ताक्षरी को प्रत्यायोजित शक्तियों का प्रयोग करते हुए मैं, एस. रमेश, आयुक्त, सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, सेलम एतद्वारा तमिलनाडु राज्य, धर्मपुरी जिला, पातकोड तालुक के गीड्डमपट्टी ग्राम के सर्वे सं. 73/1अ, डोर सं. 2/245 को सीमा शुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत 100% निर्यातमुख एकक (ई.ओ.यू.) के गठन के उद्देश्य से भाण्डाग्रण स्टेशन के रूप में घोषित करता हूँ, जैसा कि वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग, मद्रास निर्यात प्रक्रिया क्षेत्र, चेन्नई द्वारा अनुमोदित है।

[फा. सं.-VIII/40/01/2007-सीमा शुल्क नीति]

एस. रमेश, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CUSTOMS AND CENTRAL EXCISE)

Salem, the 1st March, 2007

No. 01/2007-CUSTOMS (NT)

S.O. 751.—In exercise of the powers delegated to the undersigned, vide Notification No. 33/94-CUS (NT) dated 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) of section 152 of the Customs Act, 1962, I, S. Ramesh, Commissioner of Customs and Central Excise, Salem, hereby declare Survey No. 73/1A, Door No. 2/245, Giddampatti Village, Palacode Taluk in Dharampuri District of Tamilnadu State, to be a warehousing Station under section 9 of the Customs Act 1962, for the purpose of setting up of 100% Export Oriented Unit, as approved by the Ministry of Commerce & Industry, Department of Commerce, Madras Export Processing Zone, Chennai.

[F. No. C. No. VIII/40/01/2007-Cus. Pol.]

S. RAMESH, Commissioner

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 6 मार्च, 2007

का.आ. 752.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 के उपखण्ड (2)(क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री टी. रवीन्द्रनाथ, कंप्यूटर ऑपरेटर, आन्ध्रा बैंक, प्रधान कार्यालय, हैदराबाद को आन्ध्रा बैंक के निदेशक बोर्ड के कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है। वे नियुक्ति की तारीख से तीन वर्ष की अवधि के लिए और उसके बाद विधिवत् रूप से उनके उत्तराधिकारी की नियुक्ति तक या उनके आन्ध्रा बैंक के कर्मकार कर्मचारी बने रहने तक या अगले आदेश होने तक, जो भी पहले हो, इस पद पर बने रहेंगे बशर्ते वे लगातार छः वर्ष से अधिक अवधि के लिए इस पद पर नहीं रहेंगे।

[फा. सं. 15/8/2006-आईआर]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 6th March, 2007

S.O. 752.—In exercise of the powers conferred by clause (c) of the Sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with Sub-clause (2)(a) of Clause 9 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby

appoints Shri T. Ravindranath, Computer Operator, Andhra Bank, Head Office, Hyderabad as Workmen Employee Director on the Board of Directors of Andhra Bank for a period of three years from the date of his appointment and thereafter until his successor is duly appointed or till he ceases to be a workman employee of Andhra Bank or until further orders, whichever is earliest, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 15/8/2006-IR]

RAMESH CHAND, Under Secy.

नई दिल्ली, 5 मार्च, 2007

का.आ. 753.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 9 के उपखण्ड (2)(क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा श्री रामेश्वर प्रसाद, विशेष सहायक, बैंक ऑफ इंडिया, बी.सी.पी. मार्ग, पटना शाखा को बैंक आफ इंडिया के निदेशक बोर्ड में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है। वे नियुक्ति की तारीख से अधिवर्षिता की आयु अर्थात् 31-7-2009 तक या उनके बैंक आफ इंडिया के कर्मकार कर्मचारी बने रहने तक या अगले आदेश होने तक, जो भी पहले हो, इस पद पर बने रहेंगे।

[फा. सं. 15/5/2006-आईआर]

रमेश चन्द, अवर सचिव

New Delhi, the 5th March, 2007

S.O. 753.—In exercise of the powers conferred by clause (e) of the Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (2)(a) of Clause 9 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Rameshwar Prasad, Special Assistant, Bank of India, B.C.P. Marg, Patna Branch as Workmen Employee Director on the Board of Directors of Bank of India. He will hold office from the date of his appointment till he attains the age of superannuation i.e. 31-07-2009 or till he ceases to be a workmen employee of Bank of India or until further orders, whichever is earlier.

[F. No. 15/5/2006-IR]

RAMESH CHAND, Under Secy.

नई दिल्ली, 8 मार्च, 2007

का.आ. 754.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 9 के उपखण्ड (1) एवं (2)(क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्द्वारा श्री श्री एस.के. कोहली,

महासचिव, केनरा बैंक अधिकारी संघ को केनरा बैंक के निदेशक बोर्ड में अधिकारी कर्मचारी-निदेशक के रूप में नियुक्त करती है। वे नियुक्ति की तारीख से तीन वर्ष की अवधि तक अथवा उनके उत्तराधिकारी को नामित किए जाने तक या उनके केनरा बैंक के अधिकारी बने रहने तक या अगले आदेश होने तक, जो भी पहले हो, इस पद पर बने रहेंगे बशर्ते वे लगातार छः वर्ष से अधिक अवधि के लिए इस पद पर नहीं रहेंगे।

[फा. सं. 9/19/2001-बीओ-1]

जी. बी. सिंह, उप-सचिव

New Delhi, the 8th March, 2007

S.O. 754.—In exercise of the powers conferred by clause (f) of the Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with Sub-clauses (1) and (2)(a) of Clause (9) of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government after consultation with the Reserve Bank of India, hereby nominates Shri S.K. Kohli, General Secretary, Canara Bank Officers' Association, as Officer Employee Director on the Board of Directors of Canara Bank for a period of three years from the date of notification or until his successor has been nominated or until he ceases to be an officer of the Canara Bank, or until further orders whichever is the earliest, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 9/19/2001-BO-I]

G. B. SINGH, Dy. Secy.

अल्पसंख्यक कार्य मंत्रालय

नई दिल्ली, 2 मार्च, 2007

का.आ. 755.—भारत में अल्पसंख्यकों के भौगोलिक फैलाव से पैदा हुए मुद्दों का समाधान करने के लिए निम्नानुसार एक अंतर-मंत्रालयी कार्य दल का गठन करने का निर्णय किया गया है :-

- (i) डा. बालचन्द्र मुगेकर, सदस्य, योजना आयोग-अध्यक्ष
- (ii) सचिव, अल्पसंख्यक कार्य मंत्रालय-सदस्य
- (iii) सचिव, शहरी विकास मंत्रालय-सदस्य
- (iv) सचिव, आवास एवं शहरी गरीबी उपशमन मंत्रालय-सदस्य
- (v) सचिव, स्वास्थ्य एवं परिवार कल्याण मंत्रालय-सदस्य
- (vi) सचिव, प्राथमिक शिक्षा विभाग, मानव संसाधन विकास मंत्रालय-सदस्य
- (vii) सचिव, उच्चतर एवं तकनीकी शिक्षा विभाग, मानव संसाधन विकास मंत्रालय-सदस्य
- (viii) सचिव, श्रम एवं रोजगार मंत्रालय-सदस्य
- (ix) सचिव, गृह मंत्रालय-सदस्य

- (x) सचिव, विधायी कार्य मंत्रालय—सदस्य
 (xi) सचिव, महिला एवं बाल विकास मंत्रालय—सदस्य
 (xii) प्रो. एस.के. थोरट, अध्यक्ष विश्वविद्यालय अनुदान आयोग—आमंत्रित
 (xiii) प्रो. टी. के. ऊमेन, नई दिल्ली—आमंत्रित
 (xiv) प्रो. इम्तियाज अहमद, नई दिल्ली—आमंत्रित
 (xv) श्री लामा लोबजंग, नई दिल्ली—आमंत्रित
 (xvi) संयुक्त सचिव, अल्पसंख्यक कार्य मंत्रालय—संयोजक
2. इस अंतर-मंत्रालयी कार्य दल के विचारार्थ विषय इस प्रकार होंगे :—

- (i) उन कस्बों/नगरों की पहचान करना, जहाँ अल्पसंख्यक जनसंख्या भारी संख्या में संकेन्द्रित है, और जिन पर विशेष ध्यान देने की आवश्यकता है।
 (ii) ऐसे कस्बों/नगरों में, भारी अल्पसंख्यक जनसंख्या संकेन्द्रित वाले शहरी इलाकों के लिए आवास, स्कूलों और शैक्षिक सुविधाओं, स्वास्थ्य सुविधाओं तथा रोजगार अवसरों जैसी मूल नागरिक सुविधाओं के प्रावधान हेतु मल्टी-सैक्टरल प्लान के वास्ते दृष्टिकोण तैयार करना।
 (iii) ऐसे मल्टी-सैक्टरल प्लानों के कार्यान्वयन के लिए उन वर्तमान योजनाओं/कार्यक्रमों की पहचान करना जहाँ से ऐसे इलाकों में निधियाँ निर्दिष्ट की जा सकें।
 (iv) मल्टी-सैक्टरल प्लानों में शामिल परियोजनाओं के संसाधन अंतराल निधिकरण तथा उन विशिष्ट परियोजनाओं के निधिकरण के लिए जो किसी भी वर्तमान योजना/कार्यक्रम के अंतर्गत शामिल नहीं हैं के वास्ते विशेष योजनाओं का सुझाव देना।

3. इस अंतर-मंत्रालयी कार्य दल की बैठक से संबंधित यात्रा भत्ता/दैनिक भत्ते पर हुआ व्यय, अल्पसंख्यक कार्य मंत्रालय द्वारा वहन किया जाएगा। गैर सरकारी सदस्य, भारत सरकार के श्रेणी-1 के अधिकारी को देय यात्रा भत्ते/दैनिक भत्ते, प्राप्त करने के पात्र होंगे और इसका भुगतान अल्पसंख्यक कार्य मंत्रालय द्वारा किया जाएगा।

4. इस अंतर-मंत्रालयी कार्य दल के अध्यक्ष, यदि आवश्यक हो तो किसी विशिष्ट क्षेत्र/समस्या पर, अतिरिक्त सदस्य को समायोजित कर सकते हैं।

5. यह कार्य दल अपनी रिपोर्ट तीन मास की अवधि में प्रस्तुत करेगा।

6. यह योजना आयोग के परामर्श से और सं. स. एवं वित्तीय सलाहकार की उनके डायरी सं. 6413 दिनांक 01 मार्च, 2007 के तहत सहमति से तथा अल्पसंख्यक कार्य मंत्रालय में सक्षम प्राधिकारी के अनुमोदन से जारी किया जाता है।

[सं. 5-12/2006—पीपी-1]

अमेइसिंग लुईखम, संयुक्त सचिव

MINISTRY OF MINORITY AFFAIRS

New Delhi, the 2nd March, 2007

S.O. 755.—In order to address the issues arising out of the geographical distribution of minorities in India, it has been decided to set up an Interministerial Task Force as follows:—

- (i) Dr. Balachandra Mungekar Member, Planning Commission—Chairperson
 (ii) Secretary, Ministry of Minority Affairs—Member
 (iii) Secretary, Ministry of Urban Development—Member
 (iv) Secretary, Ministry of Housing & Urban Poverty Alleviation—Member
 (v) Secretary—Ministry of Health & Family Welfare—Member
 (vi) Secretary, Department of Elementary Education, Ministry of Human Resource Development—Member
 (vii) Secretary, Department of Higher & Technical Education, Ministry of Human Resource Development—Member
 (viii) Secretary, Ministry of Labour & Employment—Member
 (ix) Secretary, Ministry of Home Affairs—Member
 (x) Secretary, Ministry of Legal Affairs—Member
 (xi) Secretary, Ministry of Women & Child Development—Member
 (xii) Prof. S.K. Thorat Chairman, UGC, New Delhi—Invitee
 (xiii) Prof. T.K. Oomen, New Delhi—Invitee
 (xiv) Prof. Imtiaz Ahmed, New Delhi—Invitee
 (xv) Shri Lama Lobzong, New Delhi—Invitee
 (xvi) Joint Secretary, Ministry of Minority Affairs—Convener.

2. The terms of reference of the Inter-Ministerial Task Force shall be as follows:—

- (i) To identify towns/cities having a substantial concentration of minority population requiring special attention;
 (ii) To formulate the approach for multi-sectoral plan for provision of basic civic amenities such as housing, schools and educational facilities, health facilities and employment opportunities for urban localities having a substantial concentration of minority population, within such towns/cities.
 (iii) To identify existing schemes/programmes from which funds could be channelized to such localities for implementation of multi-sectoral plans;

- (iv) To suggest special schemes for funding the resource gap of projects included in the multi-sectoral plan and also for funding specific projects which are not covered under any of the existing scheme/programmes;

3. The expenditure on TA/DA in connection with the meeting of the Inter-ministerial Task Force will be borne by the Ministry of Minority Affairs. Non-Official Members will be entitled to TA/DA as admissible to Grade-I Officer of the Government of India and this will be paid by the Ministry of Minority Affairs.

4. The Chairman of the Inter-ministerial Task Force, if necessary, may co-opt additional member on any specific area/problem.

5. The Task Force shall submit its report within a period of three months.

6. This issues with the approval of Competent Authority in the Ministry of Minority Affairs in consultation with Planning Commission and concurrence of JS & FA vide dairy No. 6413, dated 1st March, 2007.

[No. 5-12/2006-PP-1]

AMEISING LUKHAM, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 2 मार्च, 2007

का.आ. 756.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में प्रो. (डा.) एम. ए. शाह, प्रिंसिपल, गवर्नमेंट मेडिकल कालेज, श्रीनगर, कार्यचिकित्सा संकाय के सदस्य, कश्मीर विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए कश्मीर विश्वविद्यालय की विश्वविद्यालय परिषद् (सीनेट/कोर्ट के समकक्ष) द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में सर्वसम्मति से निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 51 के सामने निम्नलिखित प्रविष्टियाँ प्रतिस्थापित की जाएंगी, अर्थात् :-

"51. प्रो. (डा.) एम. ए. शाह,
कश्मीर विश्वविद्यालय" प्रिंसिपल,
गवर्नमेंट मेडिकल कालेज, श्रीनगर

[सं. वी.-11013/6/2006-एम.ई.(नौति-1)]

टी. जे. एस. चावला, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 2nd March, 2007

S.O. 756.—Whereas in pursuance of the provision of Sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Prof. (Dr.) M.A. Shah, Principal, Government Medical College, Srinagar member of the faculty of Medicine, University of Kashmir has been elected unanimously by the University Council of the University of Kashmir (equivalent to Senate/Court) to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of Sub-section (1) of Section 3", against serial number 51, the following entries shall be substituted, namely:—

"51. Prof. (Dr.) M.A. Shah,
Principal,
Government Medical College,
Srinagar

University of
Kashmir"

[No. V-11013/6/2006-ME(P-1)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 5 मार्च, 2007

का.आ. 757.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डॉ. वेद प्रकाश मिश्रा, संकाय के सदस्य, कार्यचिकित्सा, राष्ट्र संत तुकादोजी महाराज नागपुर विश्वविद्यालय को राष्ट्र संत तुकादोजी महाराज नागपुर विश्वविद्यालय, नागपुर के सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

जबकि माननीय दिल्ली उच्च न्यायालय ने गिरीश त्यागी बनाम भारत संघ के मामले में रिट याचिका (सिविल) 23557/05 में 1-3-2007 को दिए गए अपने आदेश में निर्देश दिया है कि सक्षम न्यायालय के क्षेत्राधिकार द्वारा पारित आदेशों के अध्यक्षीन, वे विश्वविद्यालय जिनसे राज्य में मेडिकल कालेज सम्बद्ध हैं और इन कालेजों का संबंधन राज्य के स्वास्थ्य विश्वविद्यालय से अब तक सम्बद्ध नहीं हुआ है, भारतीय आयुर्विज्ञान परिषद् में प्रतिनिधित्व करते रहेंगे लेकिन यह उस अधिसूचना के द्वारा समाप्त हो सकेगा जिसके तहत उक्त मेडिकल कालेजों को संबंधित राज्य में संबंधित स्वास्थ्य विश्वविद्यालय से सम्बद्ध किया गया हो,

जबकि माननीय दिल्ली उच्च न्यायालय को भारत संघ की ओर से यह भी सूचित किया गया था कि माननीय उच्चतम न्यायालय में

विशेष अनुमति याचिका डाली गई है जिसमें उठाए गए मुद्दों में से एक मुद्दा यह था कि क्या राज्य में स्वास्थ्य विश्वविद्यालय बन जाने के बाद भी पारंपरिक विश्वविद्यालयों को भारतीय आयुर्विज्ञान परिषद् में प्रतिनिधित्व करना चाहिए,

अतः, अब, सिविल रिट याचिका संख्या 23557/2005-डा. गिरीश त्यागी बनाम भारत संघ और अन्य में दिल्ली उच्च न्यायालय के 1 मार्च, 2007 के आदेशों तथा उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 16 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"16. डॉ. वेद प्रकाश मिश्रा, नागपुर विश्वविद्यालय"
प्लॉट नं. 3, नीरा अपार्टमेंट,
एनआईटी गार्डन के सामने,
रामाकृष्णा नगर, नागपुर,
पिन-440022

यह अधिसूचना और भारतीय आयुर्विज्ञान परिषद् में सदस्य के रूप में डा. वेद प्रकाश मिश्रा का बना रहना विशेष अनुमति याचिका संख्या 19242/06 में माननीय उच्चतम न्यायालय के आगामी आदेशों और इस विषय पर सक्षम क्षेत्राधिकार वाले अन्य न्यायालयों के आदेशों अथवा ऐसे समय तक तब तक एम यू एच एस अधिनियम, 1998 के अनुसरण में महाराष्ट्र यूनिवर्सिटी आफ हेल्थ साइंसेज, नासिक से राष्ट्र संत तुकादोजी महाराज नागपुर विश्वविद्यालय, नागपुर के अंतर्गत मेडिकल कालेजों की संबद्धता का हस्तांतरण नहीं हो जाता, जो भी पहले हो, के अध्यक्षीन होगा।

[सं. वी-11013/2/2004-एम.ई.(नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 5th March, 2007

S.O. 757.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Ved Prakash Mishra, member of the Faculty of Medicine, Rashtra Sant Tukadoji Maharaj Nagpur University has been elected by the Senate of the Rashtra Sant Tukadoji Maharaj Nagpur University, Nagpur, to be a member of the Medical Council of India.

Whereas the Hon'ble Delhi High Court in its order dated 01-03-2007 in the case of Girish Tyagi *Versus* Union of India in WP(C) 23557/05 directed that, subject to orders which may be passed by the court of competent jurisdiction, the Universities in which the Medical Colleges in the State are affiliated and the affiliation of those colleges has not so far been attached to the Health/Medical University of the State, would continue to be represented in the Medical Council of India but the same would be elapsed by the operation of the notification vide which the said medical

colleges are affiliated to the concerned Health University in the respective States,

Whereas the Hon'ble High Court of Delhi was also informed that on behalf of the Union of India, Special Leave Petition has been preferred before the Hon'ble Supreme Court wherein one of the issues raised was whether the traditional universities should continue to be represented in the MCI even after formation of Health University in the State,

Now, therefore, in pursuance of orders dated 1st March, 2007 of Delhi High Court in the CWP No. 23557/2005- Dr. Girish Tyagi *Versus* Union of India & Others and the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of sub-section (1) of Section 3", against serial number 16, the following entries shall be substituted, namely:

"16. Dr. Ved Prakash Mishra Nagpur University"
Plot No. 3, Neera Appartment
Opposite NIT Garden,
Ramakrishna Nagar,
Nagpur - 440 022

This notification and continuation of Dr. V.P. Mishra as member of the MCI is subject to the further orders of Hon'ble Supreme Court of India in SLP No. 19242/06 and the orders of other courts of competent jurisdiction on the issue or till such time notification is made to transfer the affiliation of medical colleges under Rashtra Sant Tukadoji Maharaj Nagpur University, Nagpur to the Maharashtra University of Health Sciences, Nasik in accordance with the MUHS Act, 1998, whichever is earlier.

[No. V-11013/2/2004-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 5 मार्च, 2007

का.आ. 758.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डॉ. डी. एस. जने, संकाय सदस्य कायचिकित्सा, अमरावती विश्वविद्यालय को अमरावती विश्वविद्यालय, महाराष्ट्र के सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

जबकि माननीय दिल्ली उच्च न्यायालय ने गिरीश त्यागी बनाम भारत संघ के मामले में रिट याचिका (सिविल) 23557/05 में 1-3-2007 को दिए गए अपने आदेश में निर्देश दिया है कि सक्षम न्यायालय के क्षेत्राधिकार द्वारा पारित आदेशों के अध्यक्षीन, वे विश्वविद्यालय जिनसे राज्य में मेडिकल कालेज सम्बद्ध हैं और इन कालेजों का संबंधन राज्य के स्वास्थ्य विश्वविद्यालय से अब तक सम्बद्ध नहीं हुआ है, भारतीय आयुर्विज्ञान परिषद् में प्रतिनिधित्व करते

रहेंगे लेकिन यह उस अधिसूचना के द्वारा समाप्त हो सकेंगे जिसके तहत उक्त मेडिकल कालेजों को संबंधित राज्य में संबंधित स्वास्थ्य विश्वविद्यालय से सम्बद्ध किया गया हो,

जबकि माननीय दिल्ली उच्च न्यायालय को भारत संघ की ओर से यह भी सूचित किया गया था कि माननीय उच्चतम न्यायालय में विशेष अनुमति याचिका डाली गई है जिसमें उठाए गए मुद्दों में से एक मुद्दा यह था कि क्या राज्य में स्वास्थ्य विश्वविद्यालय बन जाने के बाद भी पारंपरिक विश्वविद्यालयों को भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व करना चाहिए,

अतः, अब, सिविल रिट याचिका संख्या 23557/2005-डा. गिरिश त्यागी बनाम भारत संघ और अन्य में दिल्ली उच्च न्यायालय के 1 मार्च, 2007 के आदेशों तथा उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 67 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

"67. डॉ. डी. एस. जने, नागपुर विश्वविद्यालय "

डीन,

पंजाबराव देशमुख,

मेमोरियल मेडिकल कालेज,

अमरावती, महाराष्ट्र

यह अधिसूचना और भारतीय आयुर्विज्ञान परिषद में सदस्य के रूप में डा. डी. एस. जने का बना रहना विशेष अनुमति याचिका संख्या 19242/06 में माननीय उच्चतम न्यायालय के आगामी आदेशों और इस विषय पर सक्षम क्षेत्राधिकार वाले अन्य न्यायालयों के आदेशों अथवा ऐसे समय तक जब तक एम यू एच एस अधिनियम, 1998 के अनुसरण में महाराष्ट्र यूनिवर्सिटी आफ हेल्थ साइंसेज, नासिक से अमरावती विश्वविद्यालय, अमरावती के अंतर्गत मेडिकल कालेजों की संबद्धता का हस्तांतरण नहीं हो जाता, जो भी पहले हो, के अध्यक्षीन होगा।

[सं. वी-11013/2/2004-एम.ई.(नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 5th March, 2007

S.O. 758.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. D. S. Jane, member of the faculty of Medicine, Amaravati University has been elected by the Senate of the Amaravati University, Maharashtra, to be a member of the Medical Council of India.

Whereas the Hon'ble Delhi High Court in its order dated 01-03-2007 in the case of Girish Tyagi Versus Union of India in WP(C) 23557/05 directed that, subject to orders which may be passed by the court of competent jurisdiction, the Universities in which the Medical Colleges in the State are affiliated and the affiliation of those colleges has not so

far been attached to the Health/Medical University of the State, would continue to be represented in the Medical Council of India but the same would be elapsed by the operation of the notification vide which the said medical colleges are affiliated to the concerned Health University in the respective States,

Whereas the Hon'ble High Court of Delhi was also informed that on behalf of the Union of India, Special Leave Petition has been preferred before the Hon'ble Supreme Court wherein one of the issues raised was whether the traditional universities should continue to be represented in the MCI even after formation of Health University in the State,

Now, therefore, in pursuance of orders dated 1st March, 2007 of Delhi High Court in the CWP No. 23557/2005-Dr. Girish Tyagi Versus Union of India & Others and the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :—

In the said Notification, under the heading, "Elected under clause (b) of sub-section (1) of Section 3", against serial number 67, the following entries shall be substituted, namely:

"67. Dr. D. S. Jane Amaravati University"
Dean
Panjabrao Desmmukh
Memorial Medical College,
Amaravati, Maharashtra.

This notification and continuation of Dr. D.S. Jane as member of the MCI is subject to the further orders of Hon'ble Supreme Court of India in SLP No. 19242/06 and the orders of other courts of competent jurisdiction on the issue or till such time notification is made to transfer the affiliation of medical colleges under Amaravati University, Amaravati to the Maharashtra University of Health Sciences, Nasik in accordance with the MUHS Act, 1998, whichever is earlier.

[No. V-11013/2/2004-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 5 मार्च, 2007

का.आ. 759.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डॉ. भाईदास पाटिल, संकाय सदस्य कायचिकित्सा, नार्थ महाराष्ट्र विश्वविद्यालय को नार्थ महाराष्ट्र विश्वविद्यालय, जलगांव, महाराष्ट्र के सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में निर्वाचित किया गया है।

जबकि माननीय दिल्ली उच्च न्यायालय ने गिरिश त्यागी बनाम भारत संघ के मामले में रिट याचिका (सिविल) 23557/05 में 1-3-2007 को दिए गए अपने आदेश में निर्देश दिया है कि सक्षम न्यायालय के क्षेत्राधिकार द्वारा पारित आदेशों के अध्यक्षीन, वे

विश्वविद्यालय जिनसे राज्य में मेडिकल कालेज सम्बद्ध हैं और इन कालेजों का संबंधन राज्य के स्वास्थ्य विश्वविद्यालय से अब तक सम्बद्ध नहीं हुआ है, भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व करते रहेंगे लेकिन यह उस अधिसूचना के द्वारा समाप्त हो सकेगा जिसके तहत उक्त मेडिकल कालेजों को संबंधित राज्य में संबंधित स्वास्थ्य विश्वविद्यालय से सम्बद्ध किया गया हो,

जबकि माननीय दिल्ली उच्च न्यायालय को भारत संघ की ओर से यह भी सूचित किया गया था कि माननीय उच्चतम न्यायालय में विशेष अनुमति याचिका डाली गई है जिसमें उठाए गए मुद्दों में से एक मुद्दा यह था कि क्या राज्य में स्वास्थ्य विश्वविद्यालय बन जाने के बाद भी पारंपरिक विश्वविद्यालयों को भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व करना चाहिए,

अतः, अब, सिविल रिट याचिका संख्या 23557/2005-डा. गिरिश त्यागी बनाम भारत संघ और अन्य में दिल्ली उच्च न्यायालय के 1 मार्च, 2007 के आदेशों तथा उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 74 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"74. डॉ. भाईदास पाटिल, नार्थ महाराष्ट्र विश्वविद्यालय"
अध्यक्ष, बी ओ एस सर्जरी
अन्नासाहेब चूडामन पाटिल
मेमोरियल मेडिकल कालेज,
धुले-425405

यह अधिसूचना और भारतीय आयुर्विज्ञान परिषद में सदस्य के रूप में डा. भाईदास पाटिल का बना रहना विशेष अनुमति याचिका संख्या 19242/06 में माननीय उच्चतम न्यायालय के आगामी आदेशों और इस विषय पर सक्षम क्षेत्राधिकार वाले अन्य न्यायालयों के आदेशों अथवा ऐसे समय तक जब तक एम यू एच एस अधिनियम, 1998 के अनुसरण में महाराष्ट्र यूनिवर्सिटी आफ हेल्थ साइंसेज, नासिक से नार्थ महाराष्ट्र विश्वविद्यालय, जलगांव के अंतर्गत मेडिकल कालेजों की संबद्धता का हस्तांतरण नहीं हो जाता, जो भी पहले हो, के अध्यक्षीन होगा।

[सं. बी-11013/2/2004-एम.ई. (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 5th March, 2007

S.O. 759.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Bhaidas Patil, member of the faculty of Medicine, North Maharashtra University has been elected by the Senate of the North Maharashtra University, Jalgaon, Maharashtra, to be a member of the Medical Council of India.

Whereas the Hon' ble Delhi High Court in its order dated 01-03-2007 in the case of Girish Tyagi *Versus* Union of India in WP(C) 23557/05 directed that, subject to orders which may be passed by the court of competent jurisdiction, the Universities in which the Medical Colleges in the State are affiliated and the affiliation of those colleges has not so far been attached to the Health/Medical University of the State, would continue to be represented in the Medical Council of India but the same would be elapsed by the operation of the notification *vide* which the said medical colleges are affiliated to the concerned Health University in the respective States,

Whereas the Hon' ble High Court of Delhi was also informed that on behalf of the Union of India, Special Leave Petition has been preferred before the Hon'ble Supreme Court wherein one of the issues raised was whether the traditional universities should continue to be represented in the MCI even after formation of Health University in the State,

Now, therefore, in pursuance of orders dated 1st March 2007 of Delhi High Court in the CWP No. 23557/2005- Dr. Girish Tyagi *Versus* Union of India & Others and the provision of sub section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :-

In the said Notification, under the heading, "Elected under clause (b) of sub-section (1) of Section 3", after serial number 74, the following entries shall be substituted, namely:

"74. Dr. Bhaidas Patil North Maharashtra
Chairman, BOS Surgery University"
Annasaheb Chudaman Patil
Memorial Medical College,
Dhule, 425405.

This notification and continuation of Dr. Bhaidas Patil as member of the MCI is subject to the further orders of Hon' ble Supreme Court of India in SLP No. 19242/06 and the orders of other courts of competent jurisdiction on the issue or till such time notification is made to transfer the affiliation of medical colleges under North Maharashtra University, Jalgaon to the Maharashtra University of Health Sciences, Nasik in accordance with the MUHS Act, 1998, whichever is earlier.

[No. V-11013/2/2004-ME(Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 5 मार्च, 2007

का.आ. 760.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डॉ. बिजाय मुखर्जी, संकाय सदस्य कायचिकित्सा,

बर्दमान विश्वविद्यालय को बर्दमान विश्वविद्यालय के कोर्ट द्वारा भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में निर्वाचित किया गया है।

जबकि माननीय दिल्ली उच्च न्यायालय ने गिरीश त्यागी बनाम भारत संघ के मामले में रिट याचिका (सिविल) 23557/05 में 1-3-2007 को दिए गए अपने आदेश में निर्देश दिया है कि सक्षम न्यायालय के क्षेत्राधिकार द्वारा पारित आदेशों के अप्रत्यक्ष, वे विश्वविद्यालय जिनसे राज्य में मेडिकल कालेज सम्बद्ध हैं और इन कालेजों का संबंधन राज्य के स्वास्थ्य विश्वविद्यालय से अब तक सम्बद्ध नहीं हुआ है, भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व करते रहेंगे लेकिन यह उस अधिसूचना के द्वारा समाप्त हो सकेगा जिसके तहत उक्त मेडिकल कालेजों को संबंधित राज्य में संबंधित स्वास्थ्य विश्वविद्यालय से सम्बद्ध किया गया हो,

जबकि माननीय दिल्ली उच्च न्यायालय को भारत संघ की ओर से यह भी सूचित किया गया था कि माननीय उच्चतम न्यायालय में विशेष अनुमति याचिका डाली गई है जिसमें उठाए गए मुद्दों में से एक मुद्दा यह था कि क्या राज्य में स्वास्थ्य विश्वविद्यालय बन जाने के बाद भी पारंपरिक विश्वविद्यालयों को भारतीय आयुर्विज्ञान परिषद में प्रतिनिधित्व करना चाहिए,

अतः, अब, सिविल रिट याचिका संख्या 23557/2005-डा. गिरिश त्यागी बनाम भारत संघ और अन्य में दिल्ली उच्च न्यायालय के 1 मार्च, 2007 के आदेशों तथा उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या- 53 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"53. डॉ. बिजाय मुखर्जी, बर्दमान विश्वविद्यालय
प्रिंसिपल
बर्दमान विश्वविद्यालय
बर्दमान (पश्चिम बंगाल)

यह अधिसूचना और आयुर्विज्ञान परिषद में सदस्य के रूप में डा. बिजाय मुखर्जी का बना रहा विशेष अनुमति याचिका संख्या 19242/06 में माननीय उच्चतम न्यायालय के आगामी आदेशों और इस विषय पर सक्षम क्षेत्राधिकार वाले अन्य न्यायालयों के आदेशों अथवा ऐसे समय तक जब तक डब्ल्यू बी यू एच एस अधिनियम, 2002 के अनुसरण में वेस्ट बंगाल यूनिवर्सिटी आफ हैल्थ साइंसिज, कोलकाता से वर्दमान विश्वविद्यालय, वर्दमान के अंतर्गत मेडिकल कालेजों की संबद्धता का हस्तांतरण नहीं हो जाता, जो भी पहले हो, के अध्यक्षीन होगा।

[सं. वी.11013/2/2004-एम.ई.(नीति-1)]

टी. जे. एस. चावला, अवर सचिव

71961/07-2

New Delhi, the 5th March, 2007

S.O. 760.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Bijoy Mukherjee, member of the faculty of Medicine, Burdwan University has been elected by the Court of the Burdwan University, to be a member of the Medical Council of India.

Whereas the Hon^{ble} Delhi High Court in its order dated 1-3-2007 in the case of Girish Tyagi Versus Union of India in WP(C) 23557/05 directed that, subject to orders which may be passed by the court of competent jurisdiction, the Universities in which the Medical Colleges in the State are affiliated and the affiliation of those colleges has not so far been attached to the Health/Medical University of the State, would continue to be represented in the Medical Council of India but the same would be elapsd by the operation of the notification vide which the said medical colleges are affiliated to the concerned Health University in the respective States,

Whereas the Hon' ble High Court of Delhi was also informed that on behalf of the Union of India, Special Leave Petition has been preferred before the Hon'ble Supreme Court wherein one of the issues raised was whether the traditional universities should continue to be represented in the MCI even after formation of Health University in the State,

Now, therefore, in pursuance of orders dated 1st March, 2007 of Delhi High Court in the CWP No. 23557/2005- Dr. Girish Tyagi Versus Union of India & Others and the provision of sub section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:

In the said Notification, under the heading, "Elected under clause (b) of sub section (1) of Section 3", against serial number 53, the following entries shall be substituted, namely:

“53. Dr. Bijoy Mukherjee
Principal
Burdwan University
Burdwan (West Bengal) University of
Burdwan”

This notification and continuation of Dr. Bijoy Mukherjee as member of the MCI is subject to the further orders of Hon' ble Supreme Court of India in SLP No. 19242/06 and the orders of other courts of competent jurisdiction on the issue or till such time notification is made to transfer the affiliation of medical colleges under Burdwan University, Burdwan to the West Bengal University of Health Sciences, Kolkata in accordance with the WBUHS Act, 2002, whichever is earlier.

[No. V-11013/2/2004-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

(पूर्ति प्रभाग)

नई दिल्ली, 5 मार्च, 2007

का.आ. 761.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग (पूर्ति प्रभाग) के निम्नलिखित कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कार्वायियों की संख्या 80% से अधिक हो जाने के फलस्वरूप इस कार्यालय को एतद्वारा अधिसूचित करती है :—

उप निदेशक (गुणता आश्वासन),

“प्रभाकुंज”, 2-ए, चन्द्रगुप्त सोसाइटी, होटल बाबा गार्डन के सामने,

पॉइ रोड, कोथरुड, पुणे-411 038

[फा. सं. ई-11016/6/2004-हिन्दी]

भारती सिवास्वामी सिहाग, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

(SUPPLY DIVISION)

New Delhi, the 5th March, 2007

S.O. 761.—In pursuance of Sub-rule (4) of Rule (10) of Official Language (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notify the following office of the Ministry of Commerce & Industry, Department of Commerce (Supply Division), where more than 80% of Staff have acquired working knowledge of Hindi :—

Deputy Director (Quality Assurance),

“Prabhakunj”, 2-A Chandergupta Society, Opp. Hotel Baba's Garden,

Paud Road, Kothrud, Pune-411 038

[F. No. E-11016/6/2004-Hindi]

BHARATHI S. SIHAG, Jt. Secy.

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

(डाक जीवन बीमा निदेशालय)

नई दिल्ली, 23 फरवरी, 2007

का.आ. 762.—राष्ट्रपति सहर्ष निदेशालय की दिनांक 15 मार्च, 1995 की अधिसूचना संख्या 5-1/94-एलआई के पैरा 7 को (ग्रामीण डाक जीवन बीमा की शुरुआत हेतु) निम्नलिखित रूप से संशोधित करते हैं :—

2. इस स्कीम के अंतर्गत बीमा की न्यूनतम सीमा 10,000 रु. (दस हजार रुपये) होगी। चिकित्सा योजना के अंतर्गत अधिकतम सीमा, सभी योजनाओं के अंतर्गत कुल बीमित राशि को मिलाकर, 3,00,000 (तीन लाख रुपये) से अधिक नहीं होगी। गैर चिकित्सा योजना के संबंध में अधिकतम सीमा, सभी योजनाओं के अंतर्गत कुल बीमित राशि को मिलाकर 25,000 रु. (पच्चीस हजार रुपये) से अधिक नहीं होगी। 45 वर्ष या इससे अधिक आयु वाले व्यक्ति बीमित राशि बढ़ाने के पात्र नहीं होंगे।

3. यह संशोधन 01-03-2007 से लागू होगा।

[सं. 25-03/2003-एल आई]

वी. पती, अपर महाप्रबंधक

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Posts)

(Directorate of PLI)

New Delhi, the 23rd February, 2007

S.O. 762.—The President is pleased to amend para 7 of Directorate Notification No. 5-1/94-LI dated 15 the March, 1995 (for introduction of Rural Postal Life Insurance) as under :—

2. The minimum limit for insurance under this Scheme shall be Rupees 10,000 (Rupees ten thousands). The maximum limit under the medical scheme, taking total sum assured under all plans, shall not exceed Rupees 3,00,000 (Rupees three lakhs). The maximum limit in respect of Non-medical scheme taking total sum assured under all plans shall not exceed Rupees 25,000 (Rupees twenty five thousands). Those with 45 years of age and above will not be eligible to increase their sum assured.

3. This will have effect from 1-3-2007.

[No. 25-03/2003-LI]

V. PATI, Addl. General Manager

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 2 मार्च, 2007

का. आ. 763.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसार में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 8215(भाग 1) : 2007/आई एस ओ 3715-1: 2002 पोट आई एस 8215:1976 और समुद्री प्रौद्योगिकी-पोतों के लिए प्रणोदन संयंत्र भाग-1 प्रणोदकों की ज्यामिति की पारिभाषिक शब्दावली (पहला पुरीक्षण)		31 जनवरी, 2007
2.	आई एस 8215(भाग 2) : 2007/आई एस ओ 3715-2: 2001 पोट आई एस 8215:1976 और समुद्री प्रौद्योगिकी-पोतों के लिए प्रणोदन संयंत्र भाग-2 नियंत्रणीय-पिच प्रणोदक संयंत्रों की पारिभाषिक शब्दावली (दूसरा पुनरीक्षण)		31 जनवरी, 2007
3.	आई एस 15708:2006 सड़क वाहन-ब्रेक अस्तर-डिस्क ब्रेक पैड तथा ड्रम ब्रेक शू ऐसेम्बली के लिए अपरूपण परीक्षण विधि	—	31 दिसम्बर, 2006
4.	आई एस 15710:2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-सामान्य अपेक्षाएं एवं परिभाषाएं	—	31 दिसम्बर, 2006
5.	आई एस 15714:2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-गैस/वायु मिश्रक	—	31 दिसम्बर, 2006
6.	आई एस 15721:2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) सीट, सोफासाजी, छत और साइड लाइनिंग के लिए अग्नि मंदक	—	31 दिसम्बर, 2006
7.	आई एस 15723:2006 सड़क वाहन-संपीडित प्राकृतिक गैस (सीएनजी) ईंधन प्रणाली के घटक-करंट सीमित करने वाली युक्तियां	—	31 दिसम्बर, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. टी ई डी/जी-16]

राकेश कुमार, वैज्ञानिक एफ एवं प्रमुख (टी ई डी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 2nd March, 2007

S. O. 763.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establish
(1)	(2)	(3)	(4)
1.	IS 8215 (Part 1): 2007/ISO 3715-1: 2002 Ships and Marine technology—Propulsion plants for ships—Part 1 vocabulary for geometry of propellers (first revision)	IS 8215: 1976	31 Jan., 2007
2.	IS 8215 (Part 2): 2007/ISO 3715-2: 2001 Ships and marine technology—Propulsion plants for ships—Part 2 vocabulary for controllable-pitch propeller plants (first revision)	IS 8215: 1976	31 Jan., 2007
3.	IS 15708: 2006 Road vehicles—Brake linings—Shear test procedure for disc brake and drum brake shoe assemblies.	—	31 Dec., 2006
4.	IS 15710: 2006 Road vehicles—Compressed Natural Gas (CNG) Fuel system components—General requirements and definitions	—	31 Dec., 2006
5.	IS 15714: 2006 Road vehicles—Compressed Natural Gas (CNG) Fuel system components—Gas/air mixer.	—	31 Dec., 2006
6.	IS 15721: 2006 Road vehicles—Compressed Natural Gas (CNG) Fire retardant material for seat, upholstery, roof and side lining.	—	31 Dec., 2006
7.	IS 15723: 2006 Road vehicles—Compressed Natural Gas (CNG) Fuel system components—Current limiting devices.	—	31 Dec., 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No.. TED/G-16]

RAKESH KUMAR, Scientist F and Head (Transport Engg.)

नई दिल्ली, 6 मार्च, 2007

का. आ. 764.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कोई संख्या, वर्ष और शीर्षक)	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 105-ए 06 : 1995 वस्त्रादि-रंग के पक्केपन के परीक्षण भाग ए 06 उपकरण द्वारा रंग की 1/1 स्टैंडर्ड डैप्थ को ज्ञात करना	—	मार्च 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. टी एक्स डी/जी-25]

एम. एस वर्मा, निदेशक एवं प्रमुख (टीएक्सडी)

New Delhi, the 6th March, 2007

S. O. 764.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/ISO 105—A06 : 1995 Textiles—Tests for colour fastness Part A06 Instrumental determination of 1/1 standard depth of colour.	—	March, 2007

Copy of this Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. TXD/G-25]

M.S. VERMA, Director and Head (Textiles))

नई दिल्ली, 7 मार्च, 2007

का. आ. 765.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों के विवरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं.	चालू तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
(1)	(2)	(3)	(4)	(5)
	जनवरी 2007			
01	8774808	27-12-2006	मैसर्स अंकुर इण्डस्ट्रीज, जी 1-62ए, रीको औद्योगिक क्षेत्र, बगरू विस्तार, फेज-II, जयपुर	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
02	8776004	3-1-2007	मैसर्स श्री सर्वेश्वर आभूषण भण्डार, 577/13, नया बाजार, अजमेर-305 001	1417 : 1999 हॉलमार्किंग ऑफ गोल्ड ज्वैलरी
03	8776307	3-1-2007	मैसर्स एन. बी. ज्वैलर्स, सैन्ट्रल गर्ल्स स्कूल के सामने चूड़ी बाजार, अजमेर-305 001	1417 : 1999 हॉलमार्किंग ऑफ गोल्ड ज्वैलरी
04	8779818	12-1-2007	मैसर्स पारीक पोलीमर्स, एफ-33, रीको औद्योगिक क्षेत्र नोखा जिला बीकानेर-334 809	14151 (भाग 2) : 1999 क्विक कपल्ड पाईप्स
05	8778715	11-1-2007	मैसर्स एशियन केबल्स, जे-1207-1227, फेज-II, सीतापुर औद्योगिक क्षेत्र, जयपुर	694 : 1990 पीवीसी इन्सुलेटेड केबल्स

06	8779515	11-1-2007	मैसर्स राजस्थान ट्रांसफोर्मर्स एण्ड स्विचगियर्स (मै. आरटीएस पॉवर कारपोरेशन लि. की इकाई) सी-174, रोड नं. 9(जे), विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-13	398 (भाग 2) : 1996 ए सी एस आर
07	8779717	11-1-2007	मैसर्स श्री श्याम कृपा इलैक्ट्रिक प्रा.लि., ए-69, जय अम्बे नगर, गोपालपुरा मोड़, टॉक रोड, जयपुर	1554 (भाग) : 1988 पीवीसी इन्सुलेटेड (एचडी) केबल्स
08	8779616	11-1-2007	मैसर्स श्री श्याम कृपा इलैक्ट्रिक प्रा. लि., ए-69, जय अम्बे नगर गोपालपुरा मोड़, टॉक रोड, जयपुर	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
09	8780803	16-1-2007	मैसर्स श्री बालाजी केबल इण्डस्ट्रीज, 17, लक्ष्मी नारायण पुरी, झोटवाडा औद्योगिक क्षेत्र, जयपुर-302 012	1554 (भाग 1) : 1988 पीवीसी इन्सुलेटेड (एच डी) केबल्स
10	8780904	16-1-2007	मैसर्स श्री बालाजी केबल इण्डस्ट्रीज, 17, लक्ष्मी नारायण पुरी, झोटवाडा औद्योगिक क्षेत्र, जयपुर-302 012	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
11	8778614	11-1-2007	मैसर्स पुनीत इण्डस्ट्रियल कार्पोरेशन, जे-1072, फेज-II, सीतापुरा औद्योगिक क्षेत्र, जयपुर-302 022	694 : 1990 पीवीसी इन्सुलेटेड केबल्स
12	8779212	11-1-2007	मैसर्स मोहित पोलीटेक प्रा. लि., एफ-139, रोड नं. 6, रीको औद्योगिक क्षेत्र, बिन्दायका, जयपुर	12786 : 1989 पी ई पाईप्स फॉर इरीगेशन लैटरल्स
13	8776206	3-1-2007	मैसर्स एमके कैम, एच 2-147, मिनी ग्रोथ सेंटर, फेज-I, सांगरिया, जोधपुर-342 008	5410 : 1942 सीमेंट पेन्ट
14	8778917	11-1-2007	मैसर्स बी. एन. सन्स ए 85 बी, रोड नं. 9 विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-13	14255 : 1995 एरियल बन्ड केबल्स
15	8779010	11-1-2007	मैसर्स बी. एन. सन्स, ए 85 बी, रोड नं. 9, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-13	398 (भाग 2) : 1996 ए सी एस आर
16	8780702	16-1-2007	मैसर्स अवन्तिका कैमीकल्स एण्ड, मैटल्स (प्रा.) लि., ई-48, रोड नं. 2, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-13	398 (भाग 2) : 1996 ए सी एस आर
17	8779313	11-1-2007	मैसर्स मोहित पोलीटेक प्रा. लि., एफ-139, रोड नं. 6, रीको औद्योगिक क्षेत्र, बिन्दायका, जयपुर	13487 : 1992 इरीगेशन इक्विपमेंट्स-एमीटर्स

(1)	(2)	(3)	(4)	(5)
18	8781094	16-1-2007	मैसर्स जगदीश कन्स्ट्रक्शन प्रा. लि., 134, पीपल्वा औद्योगिक क्षेत्र, बांसवाड़ा	5410 : 1942 सीमेण्ट पेन्ट
19	8781906	17-1-2007	मैसर्स राजस्थान इरीगेशन कं., एच-519 ए, रीको औद्योगिक क्षेत्र, झोसेटवाड़ा विस्तार-II, सरणा डूंगर, फेज-II, जयपुर-302 012	14151 (भाग 2) : 1999 त्रिविक कपलड पाईप्स
20	8783001	22-1-2007	मैसर्स महावीर ग्रामोद्योग संस्थान, प्लॉट नं. एफ-11, जिला-भीलवाड़ा-311 601	12269 : 1987 53 ग्रेड ऑर्डिनरी पोर्टलैण्ड सीमेण्ट
21	8783102	23-1-2007	मैसर्स रोज कॉयर फोम्स प्रा. लि. एफ-447, औद्योगिक क्षेत्र फेज- रीको औद्योगिक क्षेत्र, बीगोद भिवाड़ी जिला-अलवर-301 019	8391 : 1987 रबराईज्ड काइल शीट्स फार कुशनिंग
22	8784609	25-1-2007	मैसर्स गंगा रबर इण्डस्ट्रीज जी 1/199, रीको औद्योगिक क्षेत्र वाया : चौमूं, कालाडैरा जयपुर	5382 : 1985 रबर सीलिंग रिंग्स फॉर गैस मेन्स, वॉटर मेन्स एण्ड सीवर्स
23	8784306	22-1-2007	मैसर्स मंगल इलेक्ट्रिकल इण्डस्ट्रीज सी-61 ए, रोड नं. 1-सी विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-13	14255 : 1995 एरियल बन्ड केबल्स
24	8774707	27-12-2007	मैसर्स उजाला पम्पस (प्रा.) लि. एफ-83, रीको औद्योगिक क्षेत्र भिवाड़ी जिला-अलवर	3034 : 2002 सबमर्सिबल पम्पसेट्स
25	8778412	10-1-2007	मैसर्स हार्दिक जैम्स एण्ड ज्वैलर्स बजाजा बाजार, अलवर	1417 : 1999 हॉलमार्किंग ऑफ गोल्ड ज्वैलरी
26	8778816	11-1-2007	मैसर्स तिजारिया पोलीपाईप्स लिमिटेड एप-130(ई), रोड नं. 9 डी विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-13	9537 भाग 3) : 1983 रिजिड प्लेन कन्ड्यूट्स फॉर इन्सुलेशन
27	8778311	9-1-2007	मैसर्स स्वर्णगंगा ज्वैलर्स खत्री स्ट्रीट, नारगासर के पास बाडमेर-344 001	1417 : 1999 हॉलमार्किंग ऑफ गोल्ड ज्वैलरी
28	8767912	8-12-2006	मैसर्स श्री भगवान महावीर विकलांग सहायक समिति ए-13, कैलगिरि हॉस्पिटल रोड मालवीय नगर, जयपुर	8088 : 1976 ट्राईसाइकिल

[सं सी एम डी-1/13:11]

एस. के. चौधरी, उप-महानिदेशक (मुहर)

New Delhi, the 7th March, 2007

S.O. 765.—In pursuance of Sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification Regulation, 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedules.

SCHEDULE

Sl. No.	Licence No. (CML-)	Operative Date	Name and Address of the Licensee	Article/Process Covered by the licences and the relevant IS: Designation
(1)	(2)	(3)	(4)	(5)
	JAN 2007			
1.	8774808	27-12-2006	M/s. Ankur Industries, G 1-62, RIICO Industrial Area, Bagru Ext. Phase-II, Jaipur	694: 1990 PVC Insulated Cables
2.	8776004	3-1-2007	Shri Sarweshwar Abhushan Bhandar, 557/13, Naya Bazar AJMER-305001	1417: 1999 Hallmarking of Gold Jewellery
3.	8776307	3-1-2007	N. B. Jewellers, Opp. Central Girls School, Churi Bazar AJMER-305001	1417: 1999 Hallmarking of Gold Jewellery
4.	8779818	12-1-2007	Pareek Polymers, F-33, RIICO Industrial Area, Nokha Distt. Bikaner-334809	14151 (Part 2): 1999 QCPE Pipes
5.	8778715	11-1-2007	Asian Cables, J-1207-1227, Phase-III, Sitapura Industrial Area, Jaipur	694: 1990 PVC Insulated Cables
6.	8779515	11-1-2007	Rajasthan Transformer & Switchgears, (A unit of RTS Power Corpn. Ltd.), C-174, Road No-9(J) Vishwakarma Industrial Area, Jaipur-302013	398 (Part 2): 1996 ACSR
7.	8779717	11-1-2007	Shree Shyam Kripa Electric Pvt. Ltd., A-69, Jai Ambe Nagar, Gopalpura Mode, Tonk Road, Jaipur	1554 (Part I): 1988 PVC Insulated (HD) Cables
8.	8779616	11-1-2007	Shree Shyam Kripa Electric Pvt. Ltd., A-69, Jai Ambe Nagar, Gopalpura Mode, Tonk Road, Jaipur	694: 1990 PVC Insulated Cables
9.	8780803	16-1-2007	Shree Balaji Cable Industries, 17, Laaxmi Narayan Puri, Jhotwara Industrial Area, Jaipur-302012.	1554 (Part I): 1988 PVC Insulated (HD) Cables
10.	8780904	16-1-2007	Shree Balaji Cable Industries, 17, Laaxmi Narayan Puri, Jhotwara Industrial Area, Jaipur-302012.	694: 1990 PVC Insulated Cables
11.	8778614	11-1-2007	Puneet Industrial Corporation, J-1072, Phase-III, Sitapura Industrial Area, Jaipur-302022	694: 1990 PVC Insulated Cables
12.	8779212	11-1-2007	Mohit Polytech Pvt. Ltd., F-139, Road No.6, RIICO Industrial Area, Bindayaka, Jaipur	12786: 1989 PE Pipes for Irrigation Laterals

(1)	(2)	(3)	(4)	(5)
13.	8776206	3-1-2007	Amkay Chem, H2-14 7, Mini Growth Centre, Phase-1st, Sangaria, Jodhpur-342008	5410:1992 Cement Paint
14.	8778917	11-1-2007	B.N. Sons, A-85 B, Road No.9 V.K.I. Area Jaipur-302013	14255:1995 Aerial Bunched Cables
15.	8779010	11-1-2007	B.N.Sons, A-85B, Road No.9, Vishwakarma Industrial Area, Jaipur-302013	398 (Part 2): 1996 ACSR
16.	8780702	16-1-2007	Avantika Chemicals & Metals (P) Ltd. E-48, Road No. 2, Vishwakarma Industrial Area, Jaipur-302013	398 (Part 2): 1996 ACSR
17.	8779313	11-1-2007	Mohit Polytech Pvt.Ltd., F-139, Road No.6, RIICO Industrial Area, Bindayaka, Jaipur	13487: 1992 Irrigation Equipments - Emitters
18.	8781094	16-1-2007	Jagdish Construction Pvt. Ltd., 134, Peepalwa Industrial Area, Banswara	8112:1989 43 Grade OPC
19.	8781906	17-1-2007	Rajasthan Irrigation Co., H-519 A, RIICO Industrial Area, Jhotwara Ext-II Sarna Dungar, Phase-II, Jaipur-302012	14151 (Part 2):1999 QCPE Pipes
20.	8783001	22-1-2007	Mahaveer Gramodyog Sansthan Plot No. F-11, RIICO Industrial Area, BIGOD, Bhiwara-311601	12269:1987 53 Grade OPC
21.	8783102	23-1-2007	Rose Coir Foams Pvt. Ltd., F-447, Industrial Area, PHASE-I Bhiwadi, Distt. Alwar-301019	8391:1987 Rubberised Coil Sheets for Cushioning
22.	8784609	25-1-2007	Ganga Rubber Industries G 1/199, RIICO Industrial Area, Via: CHOMU Kaladera, Distt. Jaipur	5382: 1985 Rubber Sealing Rings for Gas Mains, Water Mains & Sewers
23.	8784306	22-1-2007	Mangal Electrical Industries, C-61 A, Road No. 1-C, Vishwakarma Industrial Area, Jaipur-302013	14255:1995 Aerial Bunched Cables
24.	8774707	27-12-2006	Ujala Pumps (P) Ltd., F-83, RIICO Industrial Area, Bhiwadi, Distt. Alwar	8034:2002 Submersible Pumpsets
25.	8778412	10-1-2007	Hardik Gems & Jewellers, Bazaza Bazar Alwar	1417:1999 Hallmarking of Gold Jewellery

(1)	(2)	(3)	(4)	(5)
26.	8778816	11-1-2007	Tijaria Polypipes Limited, A-130(E), Road No.9D, Vishwakarma Industrial Area, Jaipur-302013	9537 (Part 3): 1983 Rigid Plain Conduits for Insulating -
27.	8778311	9-1-2007	Swamganga Jewellers, Khatri Street, Near Nargasar Barmer-344001	1417: 1999 Hallmarking of Gold Jewellery
28.	8767912	8-12-2006	Shree Bhagwan Mahaveer Viklang Sahayak Samiti, A-13, Calgiri Hospital Road, Malviya Nagar, Jaipur	8088: 1976 Tricycle, Hand Propelled

[No. CMD-1/13: 11]

S. K. CHAUDHURY, Dy. Director General (Marks)

नई दिल्ली, 6 मार्च, 2007

क्र.आ. 766 .—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम (4) के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनुभाग	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7692292	5-1-2007	पूनम ज्वैलर्स 49, सरिया पेठ जुन्नर जिला-पुणे 410502	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999
2.	7691088	2-1-2007	क्यूमिन्स इंडिया लिमिटेड, (लो हार्स पावर बिजनेस यूनिट) की प्राप्ति हेतु एक समान गति संपीडन 35ए/1/2, एरंडवणे पुणे- 411038	सामान्य उद्देश्यों की आवश्यकताओं दवाब प्रज्ज्वलन (डीजल) इंजिन 20 कि वा तक।	10001			1981
3.	7693496	8-1-2007	श्री साई कृषि उद्योग प्लॉट संख्या 14,15,16 एमआईडीसी लातूर-413531	पेयजल आपूर्ति के लिए अनप्लास्टिसाइज्ड पीवीसी पाइप्स	4985			2000
4.	7694296	10-1-2007	जाह्नवी ज्वैलर्स 572, सदाशिव पेठ, लक्ष्मी रोड पुणे-411030	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999
5.	7693092	11-1-2007	जयदीप फूड्स एंड अकुआ प्रा. लि., प्लॉट संख्या सी-108 सूपा एमआईडीसी, तालुका पारनेर जिला अहमदनगर	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
6.	7694906	15-1-2007	श्री साई इंडस्ट्रीज, प्लॉट संख्या-ईएल-36 प्राची फोर्ज के सामने, जिला-औरंगाबाद-431210	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004

(1)	(2)	(3)	(4)	(5)		
7.	7695403	8-1-2007	विप्रो लिमिटेड एम-56, एमआयडीसी वालुज औरंगाबाद 431136	सामान्य प्रकाशीय सेवाओं के लिए स्वयं प्रस्फुटित लेम्पस, भाग-1 सुरक्षा आवश्यकता और भाग-2 सम्पन्न आवश्यकताएं	15111 1 एवं 2	2002
8.	7693803	17-1-2007	सचिन फूड एंड ड्रिक्स प्लॉट संख्या सी-13/14, एमआयडीसी एरिया, चिकलथाना, जिला-औरंगाबाद	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	2004
9.	7695096	19-1-2007	एम्पायर ग्रुप प्लॉट संख्या 23, सिटी क्र. सं. 29/3/1 पुराना मुंडवा रोड खराडी पुणे 411014	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	2004
10.	7695908	17-1-2007	माने ज्वैलर्स दुकान संख्या 3/4 हेमी क्लासिक, पुणे सतारा रोड बालाजी नगर, धनकवडी पुणे-411043	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417	1999
11.	7697710	16-1-2007	रेक्स पोलोक्सथूसन लिमिटेड प्लॉट संख्या एच-5/1 एवं 2 एल-7,8 एवं 9 एमआयडीसी कुपवाड एरिया जिला-सांगली 416436	फार्म की नालियों के लिए प्लास्टिक पाइप	9271	2004
12.	7702572	31-1-2007	परमार ज्वैलर्स सुगंधा कॉम्प्लेक्स 500/501बी, रास्ता पेट अपोलो थियेटर के पास पुणे-411 011	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/ कृत्रिम-शिल्पकृति और चिन्हांकन	1417	1999

[सं.: सी एम डी/13:11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 6th March, 2007

S.O. 766.—In pursuance of Sub-regulation (5) of rule 4 of the Bureau of Indian Standards (Certification Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedules :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Section	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7692292	5-1-2007	Poonam Jewellers 49, Saria Peth Junnar District Pune 410502	Gold and Gold alloys, jewellery/artefacts— Fineness and marking.	1417			1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	7691088	2-1-2007	Cummins India Ltd (Low Horse Power Business Unit) 35A/1/2, Erandwane Pune-411038	Performance requirements for constant speed compression ignition (diesel) engine for general purposes (up to 20 kw)	10001			1981
3.	7693496	8-1-2007	Shree Sai Krishi Udyog Plot No. 14, 15, 16 MIDC Latur-413531	Unplasticized PVC pipes for potable water supplies	4985			2000
4.	7694296	10-1-2007	Janhavi Jewellers 572, Sadashiv Peth Laxmi Road Pune 411030	Gold and Gold alloys, jewellery/artefacts— Fineness and marking	1417			1999
5.	7693092	11-1-2007	Jaideep Foods & Aqua Pvt. Ltd. Plot No. C-108 Supa MIDC Taluka Parner District Ahmednagar	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
6.	7694906	15-1-2007	Shri Sai Industries Plot No. EL-36 Infront of Prachi Forge District Aurangabad-431210	Packaged drinking water (Other than packaged) natural mineral water)	14543			2004
7.	7695403	8-1-2007	Wipro Ltd. M-56, MIDC Waluj Aurangabad-431136	Self ballasted lamps for general lighting services Part 1 Safety requirements and Part 2 Performance Requirements	15111	1&2		2002
8.	7693803	11-1-2007	Sachin Food and Drinks Plot No. C-13/14 MIDC Area, Chikalthana District Aurangabad	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
9.	7695096	19-1-2007	Empire Group Plot No. 23, City Sr. No. 29/3/1 Old Mundhwa Road, Kharadi Pune-411014	Packaged drinking water (Other than packaged) natural mineral water)	14543			2004
10.	7695908	17-1-2007	Mane Jewellers Shop No. 3/4 Hamy Classic Pune-Satara Road, Balajinagar, Dhankawadi Pune 411043	Gold and Gold alloys, jewellery/artefacts— Fineness and marking	1417			1999
11.	7697710	16-1-2007	Rex Polyextrusion Ltd Plot No. H-5/1 and 2 L-7, 8 and 9 MIDC Kupwad Area District Sangli-416436	Fram drainage plastic pipe	9271			2004
12.	7702572	31-1-2007	Parmar Jewellers Sugandha Complex 500/501, Rasta Peth Near Apollo Theatre Pune 411011	Gold and Gold alloys, jewellery/artefacts— Fineness and marking	1417			1999

[No. CMD/13 : 11]

S. K. CHAUDHURY, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 6 मार्च, 2007

का.आ. 767.—कोयला खान भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1948 (1948 का 46) के खंड 9 के उप-खंड (2) के अनुसरण में, केन्द्र सरकार श्री ए. एन. भट्टाचार्य, आई. ई. एस. (79), कोयला खान भविष्य निधि आयुक्त, धनबाद को उक्त उप-खंड के प्रयोजनों के लिए 14-2-2007 (पूर्वाह्न) से 5 वर्षों की अवधि के लिए प्राधिकारी के रूप में एतद्वारा विनिर्दिष्ट करती है।

[सं. 20/6/2004-एसओ-ii]

एच. सी. अग्रवाल, निदेशक

MINISTRY OF COAL

New Delhi, the 6th March, 2007

S.O. 767.—In pursuance of sub-section (2) of Section 9 of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), the Central Government hereby specifies Shri A. N. Bhattacharjee, IES (79), the Coal Mines Provident Fund Commissioner, Dhanbad as the authority with effect from 14-2-2007 (forenoon) for a period of five years for the purposes of the said sub-section.

[No. 20/6/2004-ASO-ii]

H. C. AGRAWAL, Director

नई दिल्ली, 6 मार्च, 2007

का.आ. 768.—कोयला खान भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1948 (1948 का 46) के खंड 3सी के उप-खंड (1) के अनुसरण में, केन्द्र सरकार श्री ए. एन. भट्टाचार्य, आई. ई. एस. (79) को कोयला खान भविष्य निधि संगठन में कोयला खान भविष्य निधि आयुक्त के रूप में 14-2-2007 (पूर्वाह्न) से 5 वर्षों की अवधि के लिए अथवा अगले आदेशों तक, इसमें जो भी पहले हो एतद्वारा नियुक्त करती है।

[सं. 20/6/2004-एसओ-i]

एच. सी. अग्रवाल, निदेशक

New Delhi, the 6th March, 2007

S.O. 768.—In exercise of the powers conferred by sub-section (1) of Section 3C of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), the Central Government hereby appoints Shri A. N. Bhattacharjee, IES (79) as the Coal Mines Provident Fund Commissioner in the Coal Mines Provident Fund Organisation with effect from 14-2-2007 (F.N.) for a period of five years or until further orders, whichever is earlier.

[No. 20/6/2004-ASO-i]

H. C. AGRAWAL, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 14 मार्च, 2007

का.आ. 769.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3810 तारीख 20 सितम्बर, 2006, जो भारत के राजपत्र तारीख 23 सितम्बर, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 13 नवम्बर, 2006 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लिंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा।

अनुसूची			
तहसील : सांवेर		जिला : इन्दौर	राज्य : मध्य प्रदेश
क्र. सं.	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	खाकरोद	263 (शास चरगाह)	0.0432
2.	बरलाई जागीर	78	0.0324
3.	पुवारडा दाई	175	0.0108
		175 (शास रास्ता)	0.0216
		135	0.0216
		84	0.0630
4.	पुहपावारडा	53	0.1620
		80	0.0720
		23	0.0810
5.	मच्छुखेडी	99	0.0630
		97	0.0810
		173	0.0540
		101/266/4/1	0.1620

[फा. सं. आर-31015/62/2004-ओ आर-II]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 14th March, 2007

S.O. 769.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3810 dated the 20th September, 2006 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 23rd September, 2006, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project for Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on 13th November, 2006.

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule appended to this Notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government direct the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Sanwer

District : Indore

State : Madhya Pradesh

Sl. No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Khakrod	263 (Government Charagah)	0.0432
2.	Barlai Jagir	78	0.0324
3.	Puwarda Dai	175	0.0108
		175 (Government Charagah)	0.0216
		135	0.0216
		84	0.0630
4.	Puwarda Happa	53	0.1620
		80	0.0720
		23	0.0810
5.	Machhukheddi	99	0.0630
		97	0.0810
		173	0.0540
		101/266/4/1	0.1620

[F. No. R-31015/62/2004-OR-II]

A. GOSWAMI, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 19 फरवरी, 2007

का.आ. 770.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे इलेक्ट्रिफिकेशन प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 83/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/91/96-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th February, 2007

S.O. 770.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2002) of the Central Government Industrial Tribunal-cum/Labour Court, Nagpur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Railway Electrification Project and their workmen, which was received by the Central Government on 15-2-2007.

[No. L-41012/91/96-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT,
NAGPUR**

Case No. CGIT/NGP/83/2002

Date : 25-01-2007

Petitioner : Shri Manlal Manasaram Choudhary,
Party No. 1 R/O Sonagaon, Tah. Tumsar, post-Sihora,
Dist. Bhandara (M.S.)

Versus

Respondent : The Divisional Engineer Telecom (H.Q.)
Party No. 2 Railway Electrification Project, Bajaj
Nagar, Nagpur-440010 (M.S.)

AWARD

Dated : 25th January, 2007

1. Central Government, after satisfying the existence of disputes between Shri Manlal manasaram Choudhari, R/o Sopnagaon, Tah. Tumsar, Post Sihora, Dist. Bhandara (M.S.) Party No. 1, and The Divisional Engineer Telecom (H.Q.) Railway Electrification Project, Bajaj Nagar, Nagpur-Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-41012/91/96-IR(B.I.) Dt. 22-7-1997 under clause (d) of sub section (1) and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of The Divisional Engineer Telecom (H.Q.) O/o the Chief General Manager, Telecom, Railway Electrification Project, Circle 46, Bajaj Nagar, Nagpur-10 in allegedly terminating the services of Shri Manlal Manasram Choudhari, a casual Mazdoor is legal, proper and justified? If not, to what relief the workman is entitled?"

3. The reference came for hearing today on 25-1-2007. The petitioner is absent, though the case is fixed for cross-examination of the management. In fact the petitioner is absent from longtime and he has not even filed any Affidavit and adduced the Evidence in support of his claim. He is not attending the court from 7-7-2003 i.e. the date on which the case was fixed for adducing the Evidence by way of Affidavit. Till the date he has not filed it. Finally the Respondent has filed an Affidavit and offered his officer for Cross-Examination. However, the petitioner is absent and since he is not attending the court the case will have to be dismissed for his default. In such circumstances the reference stands as dismissed for the default of the petitioner.

Hence this award.

Dated: 25-1-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 771.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 32/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2007 को प्राप्त हुआ था।

[सं. एल-41011/28/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 771.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on 15-2-2007.

[No. L-41011/28/98-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
KANPUR (U.P.)**

Industrial Dispute No. 32 of 99

In the matter of dispute between

President,
Rashtriya Chaturth Shreni Rail Mazdoor Congress
(INTUC)

43/16 Sector 15-A Sector 16 Sikandra Agra,

And

The DCM (CATG)

Central Railway

Jhansi.

AWARD

1. Central Government, Ministry of Labour, vide notification No. L-41011/28/98-IR(B-I) dated 25-2-99 has referred the following dispute for adjudication to this tribunal :—

"Whether the action of Railway Management not to keep in the services of 41 helpers of vendors and not to regularised is justified or not? If not, what relief workman are entitled?"

2. It is needless to give full facts of the case as from the reference order it is quite clear that the date of regularisation from which workers involved in the case have claimed their regularisation in the service of the railway has not been given or mentioned. If the tribunal comes at a conclusion that the action of the railway administration is neither legal nor justified in that situation question arises for consideration is as to from what date the workers be directed to be regularised in the services of the railway.

3. Reference order therefore appears to be redendent and on the basis of the said reference the workers cannot be granted any relief of any nature whatsoever by this tribunal. Thus the reference is answered against the workers and in favour of the railway administration.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 86/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/161/93-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/99) of the Central Govt. Indus. Tribunal-cum/Labour Court, Bangalore, now as shown in the Annexure, in the Industrial Dispute between the employers in the relation to the

management of South Central Railway and their workmen, which was received by the Central Government on 15-2-2007.

[No. L-41012/161/93-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 5th February, 2007

PRESENT

Shri A.R. SIDDIQUI, Presiding Officer

C.R. No. 86/1999

I Party

Shri Abdul Rehman,
C/o Aleem Bhai,
Anagoud,
Kulkarni Hakkal,
Ganeshpet,
Hubli-580020

II Party

The Senior Divisional Personnel
Officer, South Central,
Hubli-580020

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-41012/161/93-IR (B-I) dated 21st July 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the claim of Smt. Ameenabai Rehman, Kallura W/o late Shri Abdul Rehman that the removal of services of her husband by the management of South Central Railway was illegal and unjustified, is correct. If so, to what relief the wife of the workman is entitled ?

2. Smt. Ammenabai, the wife of deceased workman, Shri Abdul Rehman in her claim statement before this tribunal averred that her husband was working in the cadre of Loco Khalasi since 1962 with the Second Party Management earning several promotions in his career. He was dismissed from service w.e.f. 15-3-1982 on the ground that he suffered an order of conviction in CC No. 160/81 by the J.M.F.C. at Hubli, Theft properly involved in the said case was worth Rs. 6 that her husband preferred an appeal and revision to authorities seeking modification of the penalty but authorities did not consider his case. Left with no option her husband raised the industrial dispute before the ALC, Hubli and the conciliation proceedings ended in failure vide failure report dated 30-11-1993. However, the matter was not referred to this tribunal by the Govt. for a quite long time. in the meanwhile her husband passed away on 24-6-1997; that she preferred a Writ Petition No. 6134/99 before the Hon'ble High Court and on the directions of the Hon'ble High Court the present reference has been made

to this tribunal for adjudication in the matter. She contended that the dismissal order passed against her husband was totally arbitrary and illegal without any notice of termination and without the compliance of the procedure contemplated under the rules and therefore, the order was bad in law and was in violation of principles of natural justice. She contended that even otherwise, the Disciplinary Authority who have inflicted a minor penalty for the alleged trivial misconduct keeping in view the excellent past record of her husband and in view of the fact that the stolen property was assessed at Rs. 6. Therefore, the extreme penalty of dismissal was totally unjust and grossly out of all proportions. Therefore, the order of dismissal was unjust and excessive, illegal, arbitrary and unreasonable. She requested this tribunal to pass an award with a direction to the management to provide appointment to her children on compassionate ground in lieu of death of her husband with cost of the proceedings.

3. The management by its counter statement while admitting the averments in the claim statement that husband of Smt. Ameenabai was working as a Loco Khalasi and was dismissed from service in the light of the conviction order passed by JMFC Hubli, however, contended that the dispute is not maintainable for the reason that her husband was dismissed from service in the year 1982 and whereas, she raised the dispute in the year 1999. It contended that the workman late Shri Abdul Rahman during his life time did not prefer any application or file any writ petition challenging the dismissal order passed against him though the conciliation proceedings ended in failure in 1993 itself. Therefore, the said proceedings and the dismissal order having reached the finality during the life time of the deceased workman, his wife now cannot reopen the matter having no locus standi to file any claim petition before this tribunal. The management contended that when the workman was convicted in a criminal proceedings on serious charges, question of giving him an opportunity of hearing did not arise particularly, when he did not question the validity or otherwise of the dismissal order in his lifetime. The management in the last contended that the present claim petition being filed after a lapse of 18 years, the service records pertaining to the deceased workman as per the rules have either being destroyed or not traceable. Therefore, in case the wife of the deceased is to be allowed, the management will be put to great hardship and inconvenience and therefore, the management prayed to this tribunal to dismiss the reference.

4. During the course of trial, the management on its part examined one Mr. A. Balachander said to be working as Divisional Personnel Officer, South Western Railway as MW1 without getting marked any document. He has just reiterated the very contentions taken by the management in the aforesaid counter statement. In his cross examination he admitted that the workman was in the service of the management for about twenty years at the time of his

dismissal and had no complaint or adverse remarks against him during his tenure. He was dismissed from service being convicted by the Magistrate court for the offence of theft. It was further elicited that there was no enquiry or show cause notice issued to the first party (deceased workman) and he was dismissed from service on the basis of the said conviction. Then he admitted that the property involved in the theft case was worth Rs. 6.

5. On behalf of Smt. Arneenabai (hereinafter referred to as first party), one Mr. Mohamed Ali, one of the LRs of the deceased workman filed his affidavit by way of examination chief repeating almost the same averments as in the claim statement. In his cross-examination it was elicited that he has no document to show that his father made any representation to the management or anybody after his dismissal from service and he denied the suggestion that the dismissal order passed against his father was legal and correct on the basis of the conviction order passed against him.

6. Learned counsel for the second party vehemently argued that the order of dismissal passed against the first party was quite legal and justified based on the conviction order passed against the deceased and that there was no necessity to conduct any Domestic Enquiry against the deceased keeping in view the Rule 14 of the Railway Servants (Discipline & Appeal) Rules, 1968. He also contended that the dispute on hand is not entertainable being preferred after a lapse of a period of 18 years and in view of the fact that the deceased did not pursue the matter with the Govt. for reference of the dispute to this tribunal though conciliation proceedings ended in failure in the year 1991 itself. He relied upon the decisions reported in 2006 AIR SCW 5764 & 2001(II) LLJ Madras 48.

7. Whereas, learned counsel for the first party argued that the dismissal order passed against the deceased workman is liable to be set aside for the reason that neither any full fledged domestic enquiry was conducted nor any summary enquiry was held against the deceased giving any opportunity of hearing to him before passing the dismissal order based on the aforesaid conviction order. In support of his arguments, learned counsel relied upon the decision reported in (1976) 3 Supreme Court page 19—the Divisional Personnel Officer Southern Railway & Another Vs. T.R. Chellappan and Other cases. On the point of delay learned counsel submitted that the deceased workman was suffering from serious illness and died on account of that and therefore, he could not pursue the matter with the Central Government for reference of his dispute to his tribunal after the conciliation proceedings ended in failure. He submitted that when the first party approached the Hon'ble High Court in Writ Petition seeking reference of the dispute, the Hon'ble High Court was pleased to give directions to the Government for reference, and therefore, now it cannot be said that the first party had no locus standi to file the present claim petition or that the dispute

having suffered from certain delay is liable to the dismissed on this count itself. Learned counsel for the first party also took support of the following four decisions :

- (1) (2002) 7 SC cases 142
- (2) (2004) 8 SC cases 200
- (3) (2004) 6 SC cases 482
- (4) ILR 2006 Kar 4374

8. After having gone through the records I find substance in the arguments advanced for the first party. It is not in dispute that the deceased workman suffered conviction order for the offence of theft of the property worth Rs. 6 and it is on the basis of the said conviction order the management dismissed the workman from his services. It is again not in dispute that there was neither a full fledged DE nor a summary enquiry conducted against the first party and it is in the statement of MW1 that no show cause notice also was issued to the first party before he was dismissed from service and he was dismissed straight away on the basis of the said conviction order. As seen above, learned counsel for the management wants to justify the dismissal order passed against the first party on the ground that when the serious charge of misconduct i.e. theft was proved against the first party, the management thought it unnecessary to hold any sort of enquiry before passing the dismissal order and this was done by the management in accordance with Rule 14 of Railway Servants (Discipline & Appeal) Rules, 1968. Whereas, learned counsel for the first party as noted above, relied upon the decision of their Lordship of Supreme Court which was again very much based upon the above said rule and against the present management itself. Their Lordship of Supreme Court considering the pros and cons of the said rule at para 21 of the said decision have laid down the principle that "the term 'consider' postulates consideration of all the aspects, the pros and cons of the matter after hearing the aggrieved person, such an enquiry would be summary enquiry to be held by the disciplinary authority after hearing the delinquent employee." Their Lordship further held that "in considering the said matter the disciplinary authority will have to take into account the entire conduct of the delinquent employee, the gravity of the misconduct committed by him, the impact which his misconduct is likely to have on the administration and other extenuating circumstances or redeeming feature, if any, present in the case and so on and so forth". Their Lordship further observed that 'Rule 14 merely imports a rule of natural justice in enjoining that before taking final action in the matter the delinquent employee should be heard and the circumstances of the case may be objectively considered. This is in keeping with the sense of justice and fair play. The disciplinary authority has the undoubted power after hearing the delinquent employee and considering the circumstances of the case to inflict any major penalty on the delinquent employee without any further departmental

enquiry if the authority is of the opinion that the employee has been guilty of a serious offence involving moral turpitude and therefore, it is not desirable or conducive in the interests of administration to retain such a person in service'. Therefore, from the reading of the observations and principles laid down by their Lordship of Supreme Court referring to the very Rule 14 now being taken support of by the management to justify the dismissal order passed against the first party there remains absolutely no doubt in coming to the conclusion that the order of dismissal passed against the deceased workman based on the conviction order itself without giving any opportunity of hearing to him much less conducting any summary enquiry was not in consonance with the above said Rules 14. In the aforesaid decision also their Lordship of Supreme Court dealt with the similar questions of fact and law and had confirmed the decisions of respective High Courts in quashing the orders of dismissal passed against the concerned workman only on the basis of the conviction order passed against them. Therefore, in the instant case also since the management did not conduct any summary enquiry or did not afford any opportunity of hearing to the first party before passing the dismissal order against the deceased workman, it is liable to be set aside on this count itself as illegal and void abinitio.

9. Now, coming to the question of the first party raising the present dispute after an inordinate delay of about 16 to 17 years from the date of the dismissal order. It was well argued for the first party that it was for the Government to refer the matter to this tribunal after the conciliation proceedings ended in failure even otherwise, when the writ petition was entertained by the Hon'ble High Court and the present reference has been made under the orders of the Hon'ble High Court, reference cannot be dismissed as bad in law on the ground of any delay. If really, the Hon'ble High Court was of the opinion that the first party had no locus standi to raise the dispute or that the dispute was bad on account of inordinate delay caused, then, certainly his Lordship would not have given directions to the Central Govt. to make a reference of dispute to this tribunal. The very fact that the Hon'ble High Court entertained the Writ Petition filed by the first party and ordered for the reference of the dispute must answer the contention taken by the management that the present dispute by the first party is entertainable and not to be rejected on account of delay itself. Moreover, now it is well settled principle of law that no amount of delay can defeat the reference of dispute but in such a case the relief to be accorded to the disputant can be moulded accordingly.

10. In this case since the dismissal order is held in the illegal and the deceased workman is no more, the relief with regard to the back wages and other benefits to be granted to the first party are to be considered. As seen above, the deceased workman was dismissed from service in the year 1982 and it appears that he raised the dispute

somewhere in the year 1992 to 1993 as conciliation failed in the year 1993. Absolutely, no explanation is forthcoming from the side of the first party as to what prevented the deceased in not raising the dispute with the authority competent immediately after dismissal or within reasonable time from the date of dismissal. Though in the claim statement it is stated that he had filed appeal and revision against the dismissal unsuccessfully it is not made clear when he preferred any such appeal and when the appeal came to be disposed off. Therefore, in my opinion it will not be justified in granting any back wages to the deceased workman for the period in between the date of his dismissal and the year he raised the dispute with the Conciliation Officer i.e. from the year 1982 to 1993. However, back wages cannot be denied to the deceased workman from the date of failure of the conciliation proceedings in the year 1993 till the date he expired in the year 1997. Therefore, it is to be held that the first party as LR of deceased workman will be entitled to full back wages along with continuity of service and other consequential benefits from 1-12-1993 till 24-6-1997, the date on which the workman expired. Hence the following award :

AWARD

The management is directed to pay full back wages to the LR of the deceased workman including the first party Smt. Ameenabai which were available to the deceased workman w.e.f. 1-12-1993 till 24-6-1997 with continuity of service and other benefits.

(Dictated to PA transcribed by her corrected and signed by me on 5th February, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 773.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोल्हापुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/40/2003-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Kolhapur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workmen, which was received by the Central Government on 19-2-2007.

[No. L-40012/40/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE SHRI S.M. BHOSALE, PRESIDING
OFFICER LABOUR COURT AT KOLHAPUR****Reference (IDA) No. 57/2003****BETWEEN:**

Sub-Divisional Engineer,
Coaxial Maintenance Unit,
Now-Microwave Maintenance Unit,
Bharat Sanchar Nigam Ltd., Satara,
Powai Naka Unit, Satara,
District-Satara

...First party

And

Shri Raju Bajirao Mane,
R/o. 546, Karanje Peth,
Buddh Vihar, Karanje turf Satara,
District-Satara

...Second party

Coram : Shri S.M. Bhosale, Presiding Officer**Advocates : Shri P.B. Dakave, Advocate, for the second party.**

The First party is absent.

AWARD

(Date: 6-2-2007)

This is a reference sent by the Ministry of Labour, Government of India, New Delhi for adjudication of Industrial Dispute between the first party employer and the second party workman in terms whether second party was engaged by the first party as a Sweeper continuously during the period from 1-12-1992 to 30-11-1997 and if so, the termination/disengagement of the second party without any notice and compensation is legal and justified and to what relief the second party workman is entitled to.

2. After receipt of reference, notices were sent to both parties. Second party appeared and filed his statement of claim Ex. U-4. It is contended that the second party was working with the first party since 1990 till 1997 continuously as a sweeper. He has narrated all the duties performed by him during his service with the first party. His service was terminated orally by Shri Kulkarni. Sub-Divisional Engineer, Coaxial department of the first party. Before termination no compliance of Sec. 25-F of the Act is made. It is further contended that he was appointed in the year 1990 at Powai Naka, Satara by Sub-Divisional Engineer by oral order. The Sub-Divisional Engineer is affiliated to Bharat Sanchar Nigam Ltd. The second party worked continuously from 1-12-1990 to 30-11-1997. Though he was paid less wages than entitled to he continuously worked for seven years. The oral termination amounts to illegal termination. It is further contended that after termination he made various correspondence however, the first party has replied that the second party is not concerned with the first party. It is also averred that the second party was a permanent

employee. On all these counts it is prayed that as second party workman's services were terminated without due process of law, the first party be directed to reinstate the second party with continuity of service and to reinstate him as permanent employee.

3. The first party appeared and filed his written statement Ex. C-6. It is contended that the second party was never appointed on regular basis at Coaxial Station, Satara during 1-12-1992 to 30-11-1997 as Sweeper. Shri S.D. Kodollikar, Sub-Divisional Engineer, Coaxial Station, Satara had issued certificate dated 17-2-1995 that services of Raju Bajirao Mane are utilised as wet and dry sweeper on few occasions during the last year in Coaxial building on casual basis. Therefore, his contention that he was engaged continuously till 30-11-1997 is false. It is averred that as the second party never worked continuously his claim of any relief be rejected.

4. On the basis of pleadings, issues were framed by then learned Presiding Officer at Ex. O-7 which are reproduced as under :—

- (1) Does the second party prove that he was engaged by the Coaxial Maintenance Unit, now known as Microwave Maintenance of BSNL, Satara as Sweeper since 1-12-1992 to 30-11-1997?
- (2) Does he further prove that termination of his service is illegal and improper?
- (3) Whether the second party is entitled for reinstatement with continuity and full back wages as prayed?
- (4) What Award?

5. My findings on aforesaid issues, followed by reasons thereof, are as under :—

- (1) Yes.
- (2) Yes.
- (3) As per final Award.
- (4) As per final Award.

REASONS

6. The second party workman has filed his claim affidavit at Ex. U-11. It is pertinent to note that the said affidavit has gone unchallenged as subsequently after filing written statement the first party not appeared. It is also to be noted that the first party not adduced any oral evidence. Heard learned Advocate Shri P.B. Dakave appearing on behalf of the second party.

7. Issue No. 1 to 4 :—The sum and substance of claim of second party is that he worked since 1-12-1990 to 30-11-1997 with Coaxial Unit of first party as a sweeper and thus, there is relationship of employer and employee. It is further affirmed that he worked continuously for more than 240 days and his service was terminated orally on 1-12-1997

by Shri Kulkarni, then Sub-Divisional Engineer, Coaxial unit, satara. His testimony on oath has gone unchallenged.

8. Learned Advocate Shri Dakave vehemently submitted that once the testimony of second party has gone unchallenged it is required to be accepted *in toto*. He has brought to my notice documents filed along with affidavit i.e. certificate dated 17-2-1995 which speaks that till the date of issuance of certificate the second party was working for few occasions in coaxial building on casual basis as wet and dry sweeper. Further the letter dated 15-2-1997 speaks that request of the second party for recruitment of post of sweeper in the department of Telecommunication was refused as he was engaged as sweeper by coaxial wing of the department on purely casual basis. Thus, letter itself is sufficient to conclude that the second party was employed by the Coaxial wing which is one of the department of Telecommunication. Learned Advocate Shri Dakave vehemently submitted that this Court has ordered to produced documents as per order Ex. U-8 the same are not produced by the first party and hence adverse inference is required to be drawn. In support of his arguments he placed reliance in the case of *M/s. Z.F. Steering Gears (India) V/s Shri Ramchandra S. Tapkir* reported in 2006 (5) All MR 241 wherein it is observed that :—

“Specific application made by complainant seeking production of certain documents as to establish his case—Document neither produced nor any explanation was furnished by the employer as to why those documents could not be produced—held, in the absence of any explanation in this behalf the Court below was perfectly justified in drawing an adverse inference.”

He also placed reliance in the case of *Century Rayon (A Division of Century Textiles & Industries Ltd. V/s Shri Anand Dadu Ubale* reported in 2006(1) All MR (NOC) 46 wherein it is held that :

“Complainants engaged for years as temporary workmen—Employer failing to establish through evidence that work was of an intermittent nature—Evidence of workmen showing that work was regular, perennial and permanent in character—Findings of Industrial Court showing that work was continuously available both the Head Office and at godown where applicants worked for several years—Order of Industrial Court granting benefit of permanency and payment of consequential benefits—held, proper.”

9. Application Ex. U-8 was for production of documents and more specifically the wage register and vouchers for the period 1-12-1990 to 30-11-1997. In my humble judgment, when from the documents placed on record i.e. letters dated 17-12-1995 and 25-12-1997 it is not disputed that the second party was working as sweeper with the Coaxial building of the first party it was incumbent on part of the first party to bring on record all those

documents because there is neither pleading nor evidence that the first party has given either attendance card or pay-slip. In absence of those documents and more specifically when the evidence of the second party has remained unchallenged, in my humble judgment, the conclusion can be well drawn that the second party discharged his initial burden to prove that he worked for 240 days. It is the case that his service was orally terminated. It is to be noted that it is not pleaded or averred in the written statement that the first party never terminated service of the second party as alleged. It is needless to say that oral termination is bad in law. In the present case at hand no due process of law before terminating service is followed.

10. Once it is held that the termination is bad in law the natural consequence would be second party is entitled for reinstatement. However, it is to be noted that the second party is a casual employee. From his pleadings itself it is very much clear that the second party was appointed on 1-12-1990 orally by Shri Kodollikar then Sub-Divisional Engineer. Now it is well settled law that in Government service appointment should be by due process of law. Therefore, in my humble judgment, taking into consideration the law laid down in the cases of (1) *Municipal Council of Sujapur V/s Surendra Kumar* reported in 2006 II CLR 643, (2) *Secretary State of Karnataka V/s Umadevi* reported in 2006 II CLR 261, (3) *Jaipur Development Authority V/s Ram Sahay* reported in 2007 I CLR 221 and (4) *Indian Drugs and Pharmaceuticals V/s Workmen of Indian Drugs and Pharmaceutical* reported in 2007 I CLR 48. the second party is not entitled for reinstatement. However, as he has rendered continuous service of seven years his service was orally terminated it will be necessary to compensate him. Taking into consideration the fact that the employment of the second party is a back-door entry, a compensation of Rs. 25,000 would be just and proper. Accordingly, I answer aforesaid issues and proceed to pass following award:—

AWARD

- (i) The claim of second party workman is partly allowed.
- (ii) The first party is ordered to pay to the second party workman a compensation of Rs. 25,000.
- (iii) No Order as to costs.

Kolhapur

Date: 6-2-2007

S. M. BHOSALE, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 774-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक, अधिकरण/श्रम न्यायालय कोची, के पंचाट (संदर्भ संख्या 10/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-40011/14/2005-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 774. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2005) of the Central Government Industrial Tribunal-Cum-Labour Court, Kochi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 19-2-2007.

[No.L-40011/14/2005-IR (DU)]

SURENDRA SINGH, Desk Officer
ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM
PRESENT**

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 5th day of February, 2007/
16th Magha, 1928)

I.D. 10/2005

Workman/Union : The General Secretary,
Personal Staff Association
D-502, Prancy Nagar, Ram
Mandir Road, Extension Borivali,
Mumbai.

Management : The Chief General Manager
B.S.N.L., Kerala Circle
PMG Junction
Thiruvananthapuram.

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the action of the management of Bharat Sanchar Nigam Limited, Kerala Circle, Trivandrum in not sanctioning Assured Career Progression (ACP) to the eligible employees in the cadres of Stenographers, Personal Assistants and Personal Secretaries, is justified? If not, to what relief the concerned workmen are entitled and from which date?”

2. When the matter came up for hearing both sides submitted that the matter is settled amicably between the

parties out of court and the union does not want to proceed with the dispute. Hence it has to be found that there is no subsisting dispute between the two parties.

3. In the result an award is passed finding that the demand of the union for sanctioning Assured Career Progression (ACP) to the eligible employees in the cadre of Stenographers, Personal Assistants and Personal Secretaries is satisfied by the management and no further relief need be granted to the employees. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 5th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX NIL—

नई दिल्ली, 20 फरवरी, 2007

का.आ. 775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, इरनाकुलम, कोची, के पंचाट (संदर्भ संख्या 296/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/59/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 775.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (296/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam, Kochi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No.L-41012/59/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

PRESENT

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 9th day of February, 2007/
20th Magha, 1928)

I.D. 296/2006

(I.D. 52/99 of Labour Court, Ernakulam)

Workman/Union: Shri S. Ayyan
C/o General Secretary
Dakshin Railway Casual Labour
Union, Edappally North
Kochi-24.

Adv. Shri C. Anil Kumar

Management: The Divisional Personnel Officer,
Southern Railway,
Palakkad-678 001.

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri S. Ayyan, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri S. Ayyan, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, इरनाकुलम, कोची, के पंचाट (संदर्भ संख्या 295/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/60/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 776.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (295/2006) of the Central Government Industrial Tribunal-Cum-Labour

Court, Ernakulam, Kochi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/60/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 9th day of February, 2007/
20th Magha, 1928)

I.D. 295/2006

(I.D. 51/99 of Labour Court, Ernakulam)

Workman/Union: Shri A. Murugan
C/o General Secretary,
Dakshin Railway Casual Labour
Union Edappally North
Kochi-24.

Adv. Shri C. Anil Kumar

Management: The Divisional Personnel Officer,
Southern Railway, Palakkad-678 001.

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri A. Murugan, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri A. Murugan, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 777.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम, कोची के पंचाट (संदर्भ सं. आईटी-294/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/61/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 777. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 294/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/61/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, LL.B., Presiding Officer

(Friday, the 9th February, 2007/20th Magha, 1928)

Industrial Dispute No. 294/2006

(I.D.50/99 of Labour Court, Ernakulam)

Workman/Union

: Shri M. Arumugham,
C/o General Secretary
Dakshin Railway Casual
Labour Union
Edappally North Kochi-24
Adv. Shri C. Anil Kumar.

Management

: The Divisional Personnel
Officer, Southern Railway
Palakkad-678 001

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

“Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri M. Arumugham, Tranship Porter with effect from

28-2-1981 is justified? If not, what relief the workman is entitled to?”

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri M. Arumugham, Tranship porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT Presiding Officer

APPENDIX : NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम, कोची के पंचाट (संदर्भ सं.-292/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/54/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 778.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 292/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/54/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, LL.B., Presiding Officer

Friday, the 9th February, 2007/20th Magha, 1928

Industrial Dispute No. 292/2006

(LD.48/99 of Labour Court, Ernakulam)

Workman/Union : Shri P. Chamy
C/o General Secretary
Dakshin Railway Casual
Labour Union
Edappally North Kochi-24
Adv. Shri C. Anil Kumar.

Management : The Divisional Personnel
Officer, Southern Railway
Palakkad-678001
Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri P. Chamy, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri P. Chamy, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण इरनाकुलम, कोची के पंचाट (संदर्भ सं.-290/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/49/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 779.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 290/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/49/99-IR (B.-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

Present : Shri P.L. Norbert, LL.B., Presiding Officer

Friday, the 9th February, 2007

Industrial Dispute No. 290/2006

(I.D.46/99 of Labour Court, Ernakulam)

Workman/Union : Shri P. Kandamuthan
C/o General Secretary
Dakshin Railway Casual
Labour Union
Edappally North Kochi-24
Adv. Shri C. Anil Kumar.

Management : The Divisional Personnel
Officer, Southern Railway
Palakkad-678001
Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri P. Kandamuthan, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of

Shri P. Kandamuthan, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 780. - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोंकण रेलवे कारपोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण-I, मुम्बई, के पंचाट (संदर्भ सं. 16/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/214/2003-आई आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 780.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2004) of the Central Government Industrial Tribunal/Labour Court-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Konkan Railway Corpn. Ltd. and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/214/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-16 of 2004

Parties: Employers in relation to the management of
Konkan Railway Corporation Ltd.

And

Their workmen

APPEARANCES

For the Management	:	Shri G. Naik, Adv.
For the workmen	:	Shri J. P. Sawant Adv.
State	:	Maharashtra

Mumbai dated the 6th day of February, 2007

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-41012/214/2003-IR (B-I) dated 23-1-2004. The terms of reference given in the schedule are as follows:

"Whether the action of the management of Konkan Railway Corporation Ltd. in not granting the scale of Rs. 1200-2040 to Shri Atmaram D. Shejwadkar w.e.f. 16-9-1991 is justified? If not, what relief he is entitled to?"

2. The statement of claim has been filed by the Vice-President of Hava Sheva General Workers Union (hereinafter referred to as the Union) who espoused the claim of Mr. Atmaram D. Shejwadkar (hereinafter referred to as the workman). The Industrial dispute was raised by the Union on behalf of the workman. The contention of the Union is that as per the policy decision of the management contained in its letter dt. 05-07-1991, the workman was entitled to be granted the pay scale of Rs. 1200-2040 being a graduate candidate and attending to the work in the nature of office Assistant w.e.f. 16-9-1991. The representation of the workman was not considered while other workmen similarly placed were granted the aforesaid scale and thus, the workman was discriminated. The names of the other similarly placed workmen have been given in para 4 of the Statement of Claim. It is contended that the right of the workman vide circular dt. 05-7-1991 has been deprived. The senior Accounts Officer of the Management by its letter dt. 27-8-98 addressed to the Chief Personnel Officer, the Management certified that the workman is a graduate in Commerce and was discharging the duties of Office Assistant while working under Dy. C.E. Kumta, Honnavar, Land Cell, SAO/Karwar. The workman has not been granted the pay scale of Rs. 1200-2040 w.e.f. 16-9-1991 illegally.

The Management of Konkan Railway Corporation filed the written statement and contended that the claim of the workman is untenable and misconceived. The Union has no right to represent the workman. It is further contended that the workman was appointed as Typist (Kannada) on daily wages basis @ Rs. 40/- w.e.f. 16-9-1991 by Chief Engineer (Karwar) for specified period of three months. His term of appointment was further extended upto 31-3-1992 vide Office order dt. 13-12-1991. The workman requested for change of category of ministerial staff vide application dt. 16-3-1992. His application was not considered. On completion of six months on daily wages, the workman was granted consolidated pay from 16-3-92 and regular pay of Rs. 950-1050 (RPS)/3050-4500 (RSRP) w.e.f. 16-9-1992 as per policy of Konkan Railway Corporation Ltd. notified by letter No. KR/CO/P/O dt. 5-7-1991. Thereafter, the workman was empanelled for the post of Office Assistant/Accounts Assistant in the

pay scale of Rs. 1200-2040 (RPS)/4500-7000 (RSRP) *vide* office order No. 96/98 dt. 23-2-1998 after following due procedure in that regard. The industrial dispute has been raised by the workman after a period of ten years and hence, it is not maintainable. The claim of the workman is not acceptable since he was not appointed as Clerk at the time of the initial appointment.

4. The workman filed the rejoinder and reiterated his claim.

5. The workman filed his own affidavit in support of his case in lieu of examination in chief. He has been cross-examined by the learned counsel for the management.

6. The management filed affidavit of Shri Nalinkshan, Regional Personnel Officer (Karwar) in lieu of his examination in chief. He has been cross-examined by the learned counsel for the workman. There is nothing worth in his cross-examination.

7. The parties have filed the documents which are not in dispute and they have been duly exhibited.

8. The first point to be seen is as to whether the Union has a right to expound the claim. Nothing has been filed by the Union to justify its authority to raise the dispute on behalf of the workman. Nothing has been shown by the workman in the rejoinder as to how the Union is authorized; nor anything is there in the affidavit of the workman as to how the Union is authorized. The specific plea raised by the Management for challenging the authority of the Union has not been met by the workman. Hence, the only conclusion which can be drawn is that the Union has no right to raise the industrial dispute and maintain the reference.

9. The next point to be considered is that the claim is delayed one. It is the admitted position that the dispute has been raised with inordinate delay. The demand of the claim was made for the first time in the year 1998 after the workman was granted the pay scale of Rs. 1200-2040. I do not find sufficient reasons to ignore the delay and laches on the part of the workman.

10. Now, I come on merits. The admitted position is that the workman was appointed w.e.f. 16-9-1991 as Typist (Kannada) for a fixed period of three months which was extended further by three months and after completion of the period of six months, the workman was placed for a consolidated wages and subsequently in the pay scale of 950-1050 w.e.f. 16-3-1992, as per policy *vide* circular dt. 5-7-1991. I have gone through the circular dt. 5-7-1991. Its violation as alleged by the workman is not found to be there at all. The only hurdle which stood in granting the desired pay scale to the workman was that he was initially appointed as Typist (Kannada). He was never appointed as Typist Clerk. He made request for change of his designation but his request was not granted. The other persons employed as Typist Clerks had been given the

pay scale of Rs. 1200-2040 in view of the circular dt. 5-7-1991. The contention of the workman that he was also working as Office Assistant from the very beginning cannot be accepted as basis for grant of higher pay scale in view of the designation as Typist (Kannada) awarded to the workman who was appointed for a specific period of three months which was again extended for a period of three months as per the aforesaid circular dt. 5-7-1991. He was granted consolidated pay scale after completion of six months fixed period for service and thereafter, he was granted the pay scale of Rs. 950-1050 after six months w.e.f. 16-9-1992. All this was done in accordance with the circular and I do not find that any violation of law or discrimination as alleged. The letter dt. 27-8-1998 written by Senior Accounts Officer to the Chief Personnel Officer has been perused by me. It only goes to show that the Sr. Accounts Officer requested the Head Office to consider the request of the workman. This request was considered by the Head Office and he was granted pay scale of Rs. 1200-2040. This letter did not entitle the workman to claim the aforesaid pay scale right from the date w.e.f. 16-3-1992 as claimed in the statement of claim. Since the workman was appointed for a specific work as Typist (Kannada) he could not claim as of right the aforesaid pay scale which was granted by the management to other workmen in lieu of their different designations and nature of work. Had the workman not been appointed for a specific post of Typist (Kannada) he would have certainly been entitled to the pay scale of Rs. 1200-2040. There is no discrimination with other alleged similarly placed workmen. No other workmen was ever appointed as Typist (Kannada). It is immaterial as to whether the work of Typist (Kannada) was very much there or not and he was also utilized for other work as Office Assistant. As soon as Sr. Accounts Officer realized the position and requested the Head Office for grant of pay scale of Rs. 1200-2040 to the workman, the workman was granted. I do not find any illegality or discrimination in the eye of law.

11. Hence, I conclude that the action of the management of Konkan Railway Corporation Limited in not granting the scale of Rs. 1200-2040 w.e.f. 16-9-1991 to the workman is justified. An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 20 फरवरी, 2007

का.आ. 781.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, इरनाकुलम, कोची, के पंचाट (संदर्भ संख्या 300/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/62/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 781.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 300/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/62/99-IR (B.-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 9th day of February, 2007/20th Magha, 1928)

I.D. 300/2006

(I.D. 58/99 of Labour Court, Ernakulam)

Workman/Union : Shri C.S. Abdulkhader
C/o General Secretary
Dakshin Railway Casual Labour
Union, Edappally North
Kochi-24.

Adv. Shri C. Anil Kumar

Management : The Divisional Personnel Officer
Southern Railway
Palakkad-678 001.

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

"Whether the action of the management of Southern Railway. Palghat in terminating the service of Shri C.S. Abdulkhader, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of

Shri C.S. Abdulkhader, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 782.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम, कोची, के पंचाट (संदर्भ संख्या 299/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/67/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 782.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 299/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/67/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Friday the 9th day of February, 2007/20th Magha, 1928)

I.D. 299/2006

(I.D. 57/99 of Labour Court, Ernakulam)

Workman/Union : Shri C. Kunjuvelan
C/o General Secretary
Dakshin Railway Casual Labour
Union, Edappally North
Kochi-24.

Adv. Shri C. Anil Kumar

Management : The Divisional Personnel Officer
Southern Railway
Palakkad-678 001.

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri C. Kunjuvelan, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had not instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri C. Kunjuvelan, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 20 फरवरी, 2007

का.आ. 783—औद्योगिक विवाद अधिनियम, 1947 (1947 क. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, इरनाकुलम, कोची, के पंचाट (संदर्भ संख्या 297/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/53/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 783.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (297/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam, Kochi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/53/99-IR (B.-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM**

PRESENT

SHRI P. L. NORBERT, B.A., LL.B.,
Presiding Officer

(Friday the 9th day of February, 2007/20th
Magha, 1928)

L.D. 297/2006

(I.D. 54/99 of Labour Court, Ernakulam)

Workman/Union: Shri K. Ayyan
C/o General Secretary
Dakshin Railway Casual Labour
Union Edappally North
Kochi-24.

Adv. Shri C. Anil Kumar

Management: The Divisional Personnel Officer
Southern Railway
Palakkad-678001.

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri K. Ayyan, Tranship Porter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri K. Ayyan, Tranship Porter w.e.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX: NIL

नई दिल्ली, 20 फरवरी, 2007

क्र.आ. 784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इरनाकुलम, कोची के पंचाट (संदर्भ संख्या 302/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-02-2007 को प्राप्त हुआ था।

[सं. एल-41012/64/99-आई आर (बी-1)]

अजय कुमार, डेस्क, अधिकारी

New Delhi, the 20th February, 2007

S.O. 784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 302/2006) of the Central Government Industrial Tribunal/Labour Court Ernakulam, Kochi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 19-2-2007.

[No. L-41012/64/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL- TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P. L. Norbert, B.A., LL.B., Presiding Officer
(Friday the 9th day of February, 2007/20th Magha, 1928)

I.D. 302/2006

(I.D. 60/99 of Labour Court, Ernakulam)

Workman/Union: Shri C. Kuppan
C/o General Secretary,
Dakshin Railway Casual Labour
Union Edappally North,
Kochi 24.

Adv. Shri C. Anil Kumar

Management: The Divisional Personnel Officer
Southern Railway,
Palakkad-678 001.

Adv. Shri M.C. Cherian

AWARD

This is a reference made by Central Government under Section 10(1) (d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the management of Southern Railway, Palghat in terminating the service of Shri C. Kuppan, Tranship Proter with effect from 28-2-1981 is justified? If not, what relief the workman is entitled to?"

2. On notice both sides entered appearance. When the matter came up for consideration the counsel for the workman reported that he had no instructions from his party. The name of the worker was called absent. There is no point in keeping the reference pending. The reference was made to the Labour Court on 16-6-1999. In the circumstances I find that there is no subsisting dispute for adjudication.

3. In the result an award is passed finding that the action of the management in terminating the service of Shri C. Kuppan, Tranship Porter w.c.f. 28-2-1981 is justified and the workman is not entitled to any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX : NIL

नई दिल्ली, 20 फरवरी, 2007

क्र.आ. 785.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 277/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/362/96-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (reference No. 277/97) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 20-2-2007.

[No. L-12012/362/96-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/277/97

Presiding Officer, Shri C.M. Singh

The President,
MP Bank Employees Association,
C/o. Punjab National Bank,
Near Shankar Talkies,
Po Jagdalpur, Distt. Bastar (MP) ...Workman/Union

Versus

The Dy, General Manager,
Canara Bank, Circle Office,
Marshall House, Hanuman Road,
Parliament Street, New Delhi.Management

AWARD

Passed on this 12th day of February, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/362/96/IR(B-II) dated 22-26-9-97 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Canara Bank Circle Office, New Delhi in not paying full wages to Shri Avtar Singh Kebhansia, clerk w.e.f. 3-6-96 to 3-12-96 amounts to violation of clause 5 of Bipartite settlement dated 8-9-83? If so, to what relief is the workman entitled to?"

2. After the reference order was received, it was duly registered on 13-10-97 and notices were issued to the parties to file their respective statements of claim.

3. Vide order dated 2-11-2006, the reference proceeded ex parte against the workman/Union as no one put in appearance on behalf of workman/Union inspite of sufficient service of notice on the workman/Union and thus no statement of claim was filed on behalf of the workman. The ordersheet dated 9-2-2007 disclosed that it was the date fixed for the management for filing written statement, if any. But no one appeared on behalf of the parties on the above date and under the circumstances, this tribunal was left with no other alternative than to close the reference for award. The reference was, therefore, closed for award.

4. It appears from the above that the parties have no intrest in the reference as none of them appeared inspite of having sufficient notice of the reference. Under the circumstances, it shall be just and proper to pass no dispute award. Consequently no dispute award is passed without any order as to costs.

5. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 20 फरवरी, 2007

क्र.आ. 786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.1, चंडीगढ़ के पंचाट (संदर्भ संख्या 61/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/78/94-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 786.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 61/94) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 20-2-2007.

[No. L-12012/78/94-IR (B-II)]

RAJINDER KUMAR,, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM-LABOUR COURT-1,
CHANDIGARH

Case No. I.D. 61/94

Sh. Prem Chand S/o Sh. Harbans Lal, R/o Chand Shik machine, Gali No. 5, Partap Nagar, Bhatinda (Pb.)

....Applicant

Versus

The Regional Manager, Bank of India, Ludhiana (Pb.)

APPEARANCES:

.....Respondent

For the Workman : H.S. Bath.

For the Management : SH. N. K. Zakhmi.

AWARD

Passed on 16-1-2007

Central Government. vide notification No. L-12012/78/94/IR (B.II) dated 28-7-1994 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of India, Ludhiana in terminating the services of Sh. Prem Chand, Sub-staff w.e.f. 17-7-1993 is justified? If not, what relief is the said workman entitled to?"

2. Workman filed the claim statement and submitted that he was engaged as peon/water boy on 14-3-92 at Bhatinda and his services were terminated on 17-7-93 without any rhyme and reason without any charge sheet enquiry notice or compensation. It is further submitted that Sarvshri Somu, Pilli etc. were employed after the termination of the services of the workman and the management violated the provisions of Section 25 F, G and H of the I.D. Act and in terms of the Bank awards. He also remained unemployed after the termination of service.

3. The management in written statement in preliminary objection submitted that petitioner was intermittently engaged purely on contract basis to fetch water boy the branch manager and he was never put on roll of the bank and there is no relationship of master and

servant between the workman and the management. The reference is without jurisdiction and hence devoid of any force. It is submitted that the workman never engaged by the management bank, therefore, the question of termination of their services does not arise. No person in the name of Sonu, Pilli were engaged by the management and the management has not violated any provisions of the I.D. Act. 1947.

4. Rejoinder also filed by the workman in which he categorically submitted that he worked for more than 240 days in the bank.

5. Both the parties have filed affidavits in evidence and witnesses were examined and cross-examined by the rival advocates of the parties.

6. Detailed arguments heard as advanced by the learned counsel for the workman and learned counsel for the management. Learned counsel for the workman submitted that workman has proved his claim only by evidence of the management itself. He submitted that workman was engaged as peon/water boy on 14-3-1992 at Bhatinda and was terminated on 17-7-1993 without any rhyme and reason, without any charge sheet enquiry notice or compensation and some Sonu, Pilli etc. were employed after his termination which is clear violation of Section 25F, G&H of the I.D. Act. 1947. He further submitted that management though denied that workman has completed 240 days service preceding one year from 17-7-1993. He submitted that MW1 produced documents of working of more than 240 days as workman has worked continuously from 14-3-1992 to 17-7-1993. He also submitted that workman completed 240 days and subsequent to his termination one Sonu, Pilli and other were employed which is clear violation of provisions of Section 25 of the I.D. Act. 1947. The workman was not issued any notice and pay in lieu of notice and retrenchment compensation and he is to be reinstated from the date of termination.

7. In reply to the above submission of the learned counsel for the workman. Learned counsel for the management submitted that it is wrong that workman case is proved by the affidavit of the management. He submitted that in this Case Mr. D.P. Bhateja MW1 was the office officer incharge at the relevant time and he is conversant with the facts of this case. He submitted that workman case was not proved by the cross-examination of the management witness rather the evidence of the workman i.e. cross-examination of the workman and that of the management witness totally shatter the case of he workman. He submitted that workman never completed 240 days preceding his termination from 17-7-1993 to 18-7-92. He also submitted that management produced documents i.e. payment vouchers. He submitted that as per cross-examination of MW1, MW1 deposed that he had the personal knowledge of the case as he was the manager from May 1991 to May 1992 and from May 1993 to April 1995. He submitted that they are keeping water boys on contract basis and they were paid for the days they worked.

He also denied that monthly payments were made to the workman. The bank has no wages register. He has brought the attendance register in original. Sonu, Pilli not engaged to his knowledge. The workman also did not work continuously from 15-3-1992 to 16-7-93.

8. Learned counsel for the management submitted that workman left the job and he was not terminated. So there was no question of payment of retrenchment compensation and notice. He produced payment vouchers Ex. M2 to M85 but relevant vouchers for the period from 17-7-93 to 17-7-92 i.e. M4 to M65. Last voucher of the date is 13-7-93 and counting working days from the vouchers, 240 days are not completed and period is less than 240 days and is only are less than 240 days on counting. Workman case is shattered by the evidence of the workman itself. He submitted that as per claim statement, workman has no where submitted that he worked more 240 days in a calender year from the date of termination prior to 17-7-93. He also submitted that workman does not come under the definition of workman U/s 2(a) as it is oral contract as the same is clear from the para 2 of the affidavit of MW1.

9. While summing up his arguments he submitted that MW1 was the officer who was there as manager at the relevant time from 17-7-92 to 17-7-1993, this witness in cross-examination by the workman specifically deposed that he had personal knowledge of the case as he was the manager at that time and they were keeping the water boys on contract basis and payment made for the day he worked. He denied that monthly payment were made to the workman nor it is proved by the workman rather bank produced & proved by payment vouchers, payment vouchers were produced by the management as demanded by the workman. He also brought the original attendance register where name of the workman was not there. He also denied that Sonu, Pilli were engaged by the bank. On the other hand workman himself in cross-examination admitted that he was engaged for fetching water to the branch @ Rs. 30 per day. In claim statement he has alleged that he was made payment as peon-cum-water boy just to show that he was appointed for regular work which is not true. He also admitted that he was paid wages for the day he fetch water for the bank. The branch manager had engaged him in the branch to fetch water from outside. No appointment letter was given to him in writing and he was not engaged through employment exchange. No advertisement was made in the News Papers by the branch manager. He was also not recruited through banking service recruitment board. His attendance was not marked in attendance register of regular employees but marked separately. Workman also admitted that he was earning Rs. 600 thereafter in the year 1999.

10. Learned counsel for the management submitted that relying on the judgment of Himanshu Kumar Vidyarthi and another judgment of the Hon'ble Supreme Court in Uma Devi Vs. State of Karnataka decided on 10-4-06 wherein it is held that workman not employed through legal procedure has no right for regularization and no right accrue

to them as it is a back door entry. He submitted that workman worked for some days intermittently and not regularly, workman failed to prove that he was appointed as peon-cum-water boy and that he worked continuously 14-3-1992 to 17-7-1993 burden is on him to prove that he worked more than 240 days in a calendar year and his services were terminated on 17-7-93 and that some Sonu, Pilli and other were recruited after the termination of the workman. The workman has not produced any evidence to prove and hence there is no violation of any provisions of Section 25F, G&H of I.D. Act 1947. Therefore, the action of the management of Bank of India, Ludhiana in terminating the services of Shri Prem Chand, sub staff w.e.f. 17-7-93 is just and workman is not entitled to any relief.

11. In view of the submissions of both the parties and my perusal of the evidence and record, I have found that in this case workman has not claimed in his claim statement that he completed 240 days in a calendar year preceding to the date of termination specifically. He simply stated that his services were terminated on 17-7-93 and that he was appointed as peon-cum-water boy on 14-3-92. I have found that in evidence workman admitted that he was appointed only water boy to fetch water for the bank. He also failed to prove that he worked continuously from the date as mentioned in the claim statement from 14-3-92 to 17-7-93 and he was paid for the days he worked in the bank, further more as pointed out by the learned counsel for the management no payment was made to him by the bank. All the vouchers clearly shows that payment was made to the manager for reimbursement of the expenses incurred by him of the payment by him to the casual workers. Workman also failed to bring any evidence that Sonu, Pilli or any other workman were ever employed after the termination of the workman. On the other hand MW1 who was the relevant manager at the time of the workman clearly denied in his affidavit as well as in cross-examination that these two above referred or any other person ever employed after the termination of the workman. Workman did not produce any evidence that he worked for more than 240 days as counting the days from the payment vouchers Ex. M4 to M65 and he worked for these days which is less than 240 days.

12. In view of the above as workman failed to prove that he worked continuously for more than 240 days and that Sonu, Pilli and any other person were ever employed or that he was appointed as peon-cum-water boy and was paid monthly. On the other hand the management proved that workman was engaged as water boy to fetch water for the branch from out side and was paid for the day he worked in the branch and payment was made to him by the branch manager and the bank reimbursed the said amount to the branch manager which was paid to the casual workers through payment vouchers. In view of the above I am of the considered view that workman failed to prove its claim as above and on the other hand management has proved that the action of the management of Bank of India, Ludhiana in terminating the services of Shri Prem Chand,

sub-staff w.e.f. 17-7-93 is just and his termination is justified, the workman is not entitled to any relief. The reference is answered in favour of the bank Central Government be informed. File be consigned to record.

Chandigarh

16-1-2007

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 20 फरवरी, 2007

का.आ. 787.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाट (संदर्भ संख्या 231/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/247/97-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 787.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 231/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 20-2-2007.

[No. L-12012/247/97-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL-
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Thursday the 15th day of February, 2007)

I.D. 231/2006

(I.D. 39/98 of Labour Court, Ernakulam)

Workman/Union : The General Secretary
Indian Bank Employees
Association
Narayana Building,
Puzhaya Nadakkavu
Thrissur.
Adv. H.B. Shenoy

Management : The Zonal Manager
Indian Bank
Zonal Office
Ernakulam.

Adv. M/s. Easwaran & Mani.

AWARD

This is a reference made by Central Government under Section 10(1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is:—

"Whether the action of the management of Indian Bank in denying the graduation allowance to Shri Vijayan Narendran, Clerk/Shroff, w.e.f. 5-12-1992 is legal and justified? If not, to what relief the said workman is entitled?"

2. The facts of the case in brief are as follows:

The workman joined as Clerk in Indian Bank in 1984. At the time of joining he had completed 10+2 examination. Subsequently he passed examination in Master of Arts in History from the University of Mysore in 1992. According to the workman, he applied for graduation allowance to the bank after obtaining M.A. degree certificate. However the bank did not grant. The workman is eligible to get graduation allowance as per Bipartite Settlement. The matter was taken up by union and representation was made by union to the bank. Still the bank did not budge. There is no justification in denying allowance to a post-graduate when the same is given to a graduate. In the circumstances the Industrial dispute was raised.

3. According to the management, as per Bipartite Settlement only a graduate is eligible to get graduation allowance. Without the basic qualification of graduation a person who acquires post graduate degree directly is not eligible to get the aforementioned benefit. The matter was got clarified from Indian Banks Association. The view of the bank is confirmed by IBA. Hence the request of the workman could not be granted. There is no illegality in refusing the allowance. The workman is not entitled to any relief.

4. In the light of the above contentions the only point that arises for consideration is:

"Whether an employee acquiring post-graduate degree without obtaining graduate degree is eligible for graduation allowance or increments as per Bipartite Settlement?"

The evidence consists of the documentary evidence of Exts. W1 to W8 on the side of union and Exts. M1 to M6 on the side of management.

5. The Point:

It is not disputed that the workman had joined the service of management bank on 18-1-1984. At that time he had passed only 10+2 examination. As per 5th Bipartite Settlement, Clause 10, an employee who acquires graduate degree after joining service, is eligible to get graduation allowance (pg.365 of 'Bipartite Settlements' of M/s H. P. J. Kapoor, 12th edition). Subsequently the allowance was changed to additional increments as per Bipartite Settlement (pg. 435 of the book referred supra). There is no dispute regarding these aspects. The question is, whether a person

who has acquired post-graduate degree without getting a graduate degree, is eligible for additional increments or not. Ext. W1 is Degree Certificate of M.A. History. This was issued from University of Mysore in May 1992. The workman had registered under Open University Scheme of Mysore University and passed M.A. examination. By Ext. W2 application he requested for the eligible additional increments. Ext. W4 is another application of the workman for additional increments dated 19-5-1995. Meanwhile the union also had made a representation on behalf of the workman to the bank. Ext. W3 is copy of union's representation. Again the workman applied for additional increments on 14-6-1996 by Ext. W5. One more representation was made by the workman on 21-3-1998 by Ext. W6. The Branch Manager by Ext. M1 forwarded the application of the workman dated 19-5-1995 to the Zonal Manager. The provisional certificate and degree certificate were also forwarded along with Ext. M1 to the Zonal Manager. The Sr. Manager wrote to the Personnel Department on 23-11-1998 informing that the workman had passed M.A. examination in History as well as PGDPM&IR and the same were incorporated in the records of the bank and the personnel department was requested to inform the workman about it. By Ext. M6 letter the Branch Manager of Vadakarapathy forwarded attested copy of mark sheet of M.A. examination and PGDPM & IR to the Asstt. General Manager requesting to mark the qualification in the service records of the bank and intimate the same to the workman.

6. The doubt as to whether an employee who acquires post-graduate degree without obtaining graduate degree is eligible to get additional increments, is cleared by the decision of the Hon'ble High Court of Karnataka in *Krishnappa M v. S.B.I.* 2003-III-LLJ 1137. In that case the petitioner in the writ petition was a Sr. Assistant in State Bank of India. During his service he acquired a Masters' Degree in Arts, without acquiring a Bachelor's degree, in March 1990 under the Open University Scheme of Mysore University. He requested the bank to grant him two graduate increments as per 5th Bipartite Settlement, but was rejected by the bank on the ground that he had not acquired Bachelor's degree as required in the bipartite settlement. This was challenged before the High Court of Karnataka. It was held by the High Court, referring to a judgement of Bombay High Court in *Menino Furtado v. State Bank of India* 1999 (2) Serv. LJ 148 (Bom.), that Masters degree at any rate is higher than graduation. When a person holding lower degree of graduation is entitled to advance increments then obviously a person holding post-graduate degree would also be eligible for the same (at pg.1142, Para 9 & 10). The case on hand on facts is same on all the fours. Hence the workman is also entitled to get the additional increments as mentioned in the bipartite settlement referred above.

7. It was argued by the learned counsel for the management that the certificate is not genuine and the mark list is not produced by the workman. But there is no such contention anywhere in the written statement of the

management. Besides, Ext. W7 written comments submitted to Asstt. Labour Commissioner when the dispute was raised by the workman also does not spell out anything about the genuineness of the M.A. certificate. It is a new contention raised at the time of argument. Besides, Ext. M6 letter of the Branch Manager addressed to AGM shows that the mark list of M.A. and PGDPM&IR were received by the bank and they were forwarded to AGM. Therefore the contention of the learned counsel is nobody's case and it is a careless submission.

8. For the reasons stated above I find that the workman is entitled to get the additional increments for having acquired Masters' degree while in service.

9. In the result, an award is passed finding that the action of the management in denying graduation allowance to the workman is illegal and unjustified. The workman is entitled to graduation allowance (additional increments). No cost. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 15th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union: Nil

Witness for the Management: Nil

Exhibits for the Union:

W1- Photostat copy of the degree certificate dated 7-3-1993.

W2- Photostat copy of application of workman dated 11-12-1992 for graduation increments.

W3- Copy of letter of Indian Bank Employees' Union dated 7-1-1993 to the AGM, Indian Bank.

W4- Copy of letter of workman dated 19-5-1995 to the Zonal Manager, Indian Bank.

W5- Copy of letter dated 14-6-1996 sent by workman to the Chairman, Indian Bank Association.

W6- Photostat copy of letter dated 21-3-1998 sent by workman to the General Manager (Personnel Deptt.), Indian Bank.

W7- Written comments submitted by the Indian Bank before ALC (C), Kochi

W8- Failure of conciliation report of ALC (C).

Exhibits for the Union :

M1- Photostat copy of letter dated 19-5-1995 issued by the Manager, Vadakarapathy Branch to the Zonal Manager, Indian Bank.

M2- Photostat copy of letter dated 24-5-1995 issued by the Chief Manager (Admn.) to the Branch Manager, Vadakarapathy, Indian Bank.

M3- Photostat copy of letter dated 23-11-1993 issued by

the Sr. Manager, Zonal Office, Indian Bank to the Branch Manager, Indian Bank, Vadakarapathy.

M4- Photostat copy of letter dated 12-1-1995 issued by the Branch Manager Indian Bank Puthunagaram to the Zonal Office, Indian Bank.

M5- Photostat copy of letter dated 2-2-1995 issued by the Zonal Manager, Indian Bank to the Branch Manager, Indian Bank, Puthunagaram.

M6- Photostat copy of letter dated 20-11-98 issued by Branch Manager, Indian Bank, Vadakarapathy to the AGM, Indian Bank, H.O., Madras.

नई दिल्ली, 20 फरवरी, 2007

का.आ. 788.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबंध में निम्नलिखित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 147/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/20/99 -आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (reference No. 147/1999) of the Central Government Industrial Tribunal-cum-Labour Court No-1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 20-2-2007.

[No.L-12012/20/99-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL-TRIBUNAL-CUM-LABOUR
COURT NO. 1, CHANDIGARH

Case No. I.D. No. 147/99

Sh. Min Bahadur S/o Gopal Bahadur, C/o Sh. Bhag Singh,
House No. 2009, Sector, 45-A, Budel (U.T.) Chandigarh.

Applicant

Versus

The Chief Manager, Punjab & Sind Bank, Zonal Office,
Sector 17-B, Chandigarh.

Respondent

APPEARANCES:

For the Workman: Sh. Ajay Mahajan

For the Management: Sh. J.S. Sathi

AWARD**Passed on 17-1-07**

Central Govt. vide notification No. L-12012/20/99/IR (B-II) dated 11-6-1999 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Chief Manager, Punjab and Sind Bank, Sector 17-B, Zonal Office, Chandigarh and the Branch Manager, Punjab and Sind Bank, Currency Chest, Sector-17-B, Chandigarh in terminating the services of Sh. Min Bahadur S/o. Sh. Gopal Bahadur w.e.f. 17-6-98 (A.N.) is just and legal? If not, what relief the workman is entitled to?"

2. In the claim statement it is submitted by the workman that he was appointed as a peon by the management and he worked from 27-1-1995 to 24-1-1996 and he again was appointed as peon in Sector 17 branch w.e.f. 27-6-97 and he continued to work and his services were terminated on 17-6-98 without any notice, charge sheet, enquiry show cause notice or compensation. The work and conduct of the workman was outstanding. It is submitted by the workman that he was getting pay scale of Rs. 1600-2400. It is submitted that workman has completed more than 300 days continuously in service preceding the year of termination. The services of the workman were terminated without following the procedure and against the provisions of the I.D. Act 1947 whereas juniors have been retained by the management and allowed to continue Shri Rakesh Peon who earlier worked up to June 1999 in Sector 11, Chandigarh has been shifted to Sector 21, Branch, Chandigarh, Shri Umesh Ram Parshad, Pilot was allowed to continue. The workman has not been given chance of re-employment by the management.

3. The Management in the written statement submitted that the workman was engaged as temporary peon without following any procedure for making regular recruitment and no formal appointment letter was issued to him and as such he had no right for regularization or continuation in service. The workman worked in different branches and as far as temporary peons are concerned, change of branch would mean discontinuation of services and fresh appointment without creating any right on the basis of the service and on head office does not have the effect of clubbing of services rendered in different branches especially for temporary/casual employees.

4. The workman was engaged as temporary peon without any right for continuation in service or right for regularization of his services. The workman was not re-engaged when there was no need of his services. No penal action was taken against the workman and as such it was not necessary to give any notice, charge sheet, show cause notice or to hold inquiry. It is further submitted that temporary peons engaged in different branches have no inter-se seniority and as such the plea of the workman that juniors to him were retained in service are mis-conceived.

5. In evidence workman filed his affidavit in support of his claim statement reiterating the claim made in the

claim statement. The management in evidence filed the affidavit to Shri N.S. Sidhu Manager Punjab and Sind Bank Currency Chest Sector 17-B, Chandigarh.

6. Both parties led documentary and oral evidence. Final arguments heard as advanced by the Ld. Counsels of both the parties. Both parties also filed written arguments in support of their case.

7. Learned counsel for the workman submitted that workman case is crystal clear. Workman proved his case by his evidence as WW1 and by cross-examination of the MW1 and documents Ex./W2 and W3 of the bank which are stated to be issued by the bank by MW1 N.S. Sidhu. He submitted that workman has completed more than 240 days in a calendar year preceding to his termination w.e.f. 17-6-1998. He was disengaged without any compensation, notice or notice pay or without holding any enquiry despite his moral character was good as admitted by the bank in Ex. W3 which is a character certificate issued to the workman on 22-6-1998 after 5-6 days of his disengagement wherein it is stated that workman was honest and devoted worker and he worked more than 240 days as period given in this documents. His salary was also being deposited in SB account. He submitted that although management appointed juniors but even if it is admitted that they are no inter see seniority and they were appointed by different managers in different branches for casual work, the only fact remains that workman worked more than 240 days in a calendar year preceding to the date of his termination and it is not challenged by the bank. Hence workman proved this reference in his favor. He also remained unemployed and was hardly earning Rs. 400-500 per month just to meet his day to day expenses.

8. On the other hand learned counsel for the management bank Shri J.S. Sathi submitted that workman was engaged as temporary peon on part time basis to meet the exigencies of work. No procedure required to be followed for making regular appointments was followed in as much as no public notice/advertisement was given, no interview/selection process was carried out. No appointment letter or termination letter was ever issued. When his services were not required, he was not engaged as such there was no positive act of termination on the part of the management. The workman was engaged to meet the exigencies and he was not appointed against regular sanctioned post. Min Bahadur is not entitled for protection under the I.D. Act 1947 when the work done Min Bahadur at the other branches can not be clubbed together to determine his length of total service of 240 days in a calendar year.

9. He also submitted in written arguments that at present bank has no post where the workman can be adjusted and as such it was not possible for the bank to reinstate the workman in service. Management also referred to 1997 LIC 2075 Himanshu Kumar Vidyarthi Vs. State of Bihar wherein Hon'ble Supreme Court has held that termination of service of employee appointed on the basis

of need or work can not be construed to be retrenchment and it is no violation of Section 25F. Management also referred to AIR 1994 SC 1638 *Madhyamik Shiksha Parishad UP Vs. Anil Kumar Mishra* wherein the Hon'ble Supreme Court held that completion of 240 days of work does not under the I.D. Act import right to regularization.

10. While summing up his arguments management's advocate submitted that admittedly it is case where workman was not appointed in compliance of the statutory rules and proves established by these rules. But he was engaged for intermittently for casual work by a manager of one branch. He submitted that even manager and every branch can so engaged casual temporary worker without following due process and workman so appointed does not enjoy any right. Further more different workman appointed by different managers and not according to statutory rules but to meet the exigency like situation and bank has no inter se seniority and they have been disengaged when the work is over. He also referred to the latest judgement of the Hon'ble Supreme Court in the case of *Secretary State of Karnataka and Ors. Vs. Uma Devi and Ors* wherein it is held that appointments without following the due process of law on sanctioned post is to be done by the complying due process and statutory rules. Learned counsel for the management also pointed out in oral arguments that workman in his claim statement in para 1 has submitted that workman was appointed as peon in respondent bank. Respondent No. 1 is Punjab and Sind Bank, Head Office at New Delhi whereas he was appointed by Respondent No. 2 i.e. Chandigarh branch. He also submitted that bank has honestly admitted W3 a certificate issued by the bank after the disengagement of the workman just to facilitate him to have better service elsewhere just to maintain cordial relations. As per workman himself his services were disengaged on 17-6-98 whereas W3 character certificate was issued on 22-6-1998 after five days. In view of the above submission he submitted that workman fails to prove his case. On the other hand bank has proved that termination of the Min Bahadur on 17-6-98 was just and legal and workman is not entitled for any relief.

11. In view of the above submissions and my perusal of the oral evidence and documents and law referred by both the parties, I have found that submissions of the workman are that he has proved working of more than 240 days in a calendar year preceding to the date of termination and no notice or notice pay in lieu of notice and retrenchment compensation was paid to the workman and it is a clear cut violation of provisions of Section 25F of the I.D. Act 1947 and termination order is void ab-initio in such circumstances and this situation is not denied by the management. Management's contentions are that as in view of the latest judgement of the Hon'ble Supreme Court in *Uma Devi Vs. State of Karnataka* and in *Himanshu Kumar Vidyarthi's* case and a judgement of our own Punjab and Haryana High Court (supra) that in case the statutory procedure is not adopted in appointments, provisions of I.D. Act is not attracted. I have found that workman has

completed more than 240 days in a calendar year preceding to his date of termination and that no notice of termination or pay in lieu of notice and retrenchment compensation was paid to him and it is a clear violation of Section 25F of the I.D. Act 1947 and it is the only plea pressed by the workman in his case. I have also found that in view of the above and relying on the law referred by the workman, I am of the considered view that following the law laid down by the Constitutional Bench, workman has no case in such situation entitling for regularization and prayer can not be acceded to and further it is beyond the scope of reference. The management also has taken a plea and also proved on oath that appointment of the workman is against the statutory rules and no vacancy exist at present. It is also worth mentioning that Govt. has banned the recruitment and this part of the evidence and plea of the management was not controverted or disputed in any manner by the learned advocates of the workman.

12. Now it is the settled law as held by the Hon'ble Supreme Court referred by Bank and in several judgments that reinstatement in certain situation is not necessary and in the present case in view of the submission and evidence of the management as there is no vacancy existed at present, even if this court hold that termination was bad, reinstatement can not be ordered by this tribunal. As regards violation of Section 25F by the management, I am of the considered view that management has also not vehemently disputed it and it is also proved that workman has put in more than 240 days of service in a calendar year preceding to the date of termination, it is clear that there is also no vacancy in the bank to regularize his service as is claimed by workman in the claim statement at present and it can not be allowed.

13. The contention of the management that manager who appointed the workman was not authorized and the appointing authority is the Zonal Manager but at the same time it is not disputed that this practice is prevailed in all the departments including the respdt. Bank and manager used to engaged them temporarily on daily wage basis for contingency and other like purposes. In case the workman is engaged, and continued to work more than 240 days and disengaged, Section 25F of the I.D. Act comes to his rescue. Yes, his disengagement w.e.f. 17-6-98 (AN) is bad, void abinitio at all. Action of Chief Manager, Pb and Sind Bank, Chandigarh, Sector-17-B, Zonal Office is not just and is illegal. This part of reference is decided in favour of workman.

14. Now the next part of the reference sent for adjudication to what relief the workman is entitled it is incumbent upon the branch manager to comply with the provisions of Section 25F of the I.D. Act 1947. In my view as submitted by the learned counsel for the management that there is no vacancy, there can not be any reistatement or regularization or payment of back wages, but it is a fit case for grant of compensation for alleged violation of Section 25F. This part of the reference is decided in favour of workman.

15. I also refer and reply on the judgment 2004 (1) LLJ 566 Radha Raman Samanta Vs. Bank of India (SC) wherein the Hon'ble Supreme Court was pleased to grant monetary compensation in the absence of post in present like case in view of above decision and law referred by me and as there is no vacancy as proved by the management, though the workman was appointed without following the due legal statutory process of employment, not entitled for the relief of reinstatement and back wages can be entitled for compensation. I am of the considered view that in this peculiar situation when reinstatement is not possible, workman should be compensated monetarily. In view of the above, I order that workman should be paid monetary compensation of Rs. 40000 in lieu of reinstatement and back wages within three months from the date of publication of the award when it become enforceable failing which workman shall be entitled for interest @ 15% per annum from the date of publication of the award. Central Govt. be informed. File be consigned to record.

Chandigarh

RAJESH KUMAR, Presiding Officer

17-01-2007

नई दिल्ली, 20 फरवरी, 2007

का.आ. 789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल ट्रांसपोर्ट कंपनी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/72/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-39011/8/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/72/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Transport Company and their workmen, which was received by the Central Government on 20-2-2007.

[No.L-39011/8/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

PRESENT

A. A. LAD,
Presiding Officer

REFERENCE No. CGIT-2/72 OF 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF

National Transport Company

The Partner
M/s. National Transport Company
4th Floor, Mustafa Building
Sir P. M. Road, Fort
Mumbai-400001.

AND

Their Workmen

Shri Dhondiba Somaji Ghore
C/o Mumbai Workers Association
1/25/26, Ashid Bhai Building.
65/73-A, K. K. Marg, Jacob Circle,
Mumbai-400011

APPEARANCES

For the Employer : Mr. A. R. Mulani
Representative

For the Workman : Mr. Abou Talib
Representative

Date of passing of Award: 12th January, 2007.

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-39011/8/2003/IR (B-II) dated 21-10-2003 in exercise of the powers conferred by clause (d) of sub section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of National Transport Company, Mumbai by orally terminating the services of Shri Dhondiba Somaji Ghore w.e.f. 11-9-2001 is justified? If not, what relief the workman, Shri Dhondiba Somaji Ghore is entitled to?”

2. To support the subject-matter second party filed Claim Statement at Ex-6 stating that First party employed 60 employees including workman involved in the reference in its various godowns for loading and unloading purpose. They are working there since 1964. However workman involved in the reference was terminated illegally w.e.f. 11-09-2001 without following due process of law. So he prayed to reinstate with backwages.

3. This was objected by First party by filing reply Ex-12 stating that, decision taken by it is just and proper and does not require any interference.

4. In view of above pleadings issues were framed at Ex-14 and matter was fixed for recording evidence. However by Ex-16 both parties arrived at certain settlement and agreed to it. Relying on Ex-16, the reference is disposed of hence the order :

ORDER

In view of Ex-16, reference is disposed of with no order as to cost.

Dated: 12-01-2007

A. A. LAD, Presiding Officer

Ex. No. 16

**IN THE COURT OF CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, AT MUMBAI**

Reference CGIT No. 2/72 of 2003

BETWEEN

M/s. National Transport Company

AND

Their Workman

In the matter of reinstatement of Shri Dhondiba Somaji Ghore

MAY IT PLEASE THE HON'BLE TRIBUNAL :

The parties to the above reference submit before this Hon'ble Tribunal as under :

The parties have signed a settlement between themselves outside the Court on 14-1-2006 and the terms of the settlement agreed to by the parties have been recorded and signed by the parties on 14-1-2006. The copies of the terms and conditions of settlement signed by both the parties are annexed to this Application.

The amount due and payable to the workman concerned has already paid to the concerned workman by cheque and the receipt passed by the concerned workman in the above reference is annexed with the terms of settlement.

The parties therefore, pray that the above reference may please be disposed of in terms of the enclosed settlement.

For National Transport Company

A. R. MULANI, Advocate

For workman, Shri Dhondiba Somaji Ghore

Mumbai :

ABOUTALIB,

Dated: 12-01-2007

Union Representative

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL AT MUMBAI**

Reference CGIT No. 2/72 of 2003

BETWEEN

M/s. National Transport Company

AND

Their Workman

In the matter of reinstatement of Shri Dhondiba Somaji Ghore with full back wages and continuity of service w.e.f. 11-9-2001.

MAY IT PLEASE THE HON'BLE TRIBUNAL :

The parties to the above dispute have discussed the matter in dispute between them and as a result of said discussions, an amicable settlement has been reached between the parties on the following terms and conditions to put an end to the dispute.

TERMS AND CONDITIONS

1. The First Company has agreed to pay the amount of Rs. 22,500 to the Second Party workman without prejudice to the contention of the First Party Company that the Second Party workman was not its employee.

2. The Second Party workman Shri Dhondiba Somaji Ghore agrees to accept an amount of Rs. 22,500 (Rupees Twenty Two Thousand Five Hundred only) as and by way of *ex-gratia* payment in consideration of the workman giving up his demand in the reference order.

3. The Second Party workman further agrees that after receiving the aforesaid amount of Rs. 22,500 from the First Party Company, he has given up his demand for reinstatement in service and that upon getting the said amount from the First Party Company, will have no dispute of whatsoever nature with the Company in respect of all his claims against the First Party Company.

4. The Second Party workman hereby agrees that the aforesaid amount of Rs. 22,500 has been received by him from the First Party Company in full and final settlement of all his claims against the First Party Company and that he has given up his demand for reinstatement in the service of the First Party Company.

5. The Second Party workman will also pass a receipt to the above effect to the First Party Company for having received the aforesaid amount in full and final settlement for his claims against the Company, including his demand for reinstatement in the Company's services covered by the reference Order dtd. 21-10-2003.

Both the parties will approach the Hon'ble Tribunal with this settlement, requesting the Hon'ble Tribunal to give an Award accordingly and dispose the Reference in terms of this settlement.

Mumbai :

Dated: 14-01-2006

Sd/-

Illegible

For First Party Company

Sd/-
Illegible

Second Party workman

L. H. T. I. of Shri Dhondiba Somaji Ghore

RECEIPT

I, Shri Dhondiba Somaji Ghore, the workman covered by Reference CGIT No. 2/72 of 2003 presently pending before the Central Government Industrial Tribunal at Mumbai, hereby say that I have received the amount of

Rs. 22,500 (Rupees Twenty Two Thousand Five Hundred only) from M/s. National Transport Company in full and final settlement of all my claims/dues against the Company. I have also agreed to give up my demand for reinstatement in service with the Company. I have filed the settlement before the Central Government Industrial Tribunal at Mumbai, requesting the Hon'ble Tribunal to dispose the reference regarding my demand in terms of the settlement filed before the Hon'ble Industrial Tribunal.

I have passed this receipt for having received the aforesaid amount and I say that I will have no claim of whatsoever nature against the Company hereafter upon receiving the amount of Rs. 22,500 from the Company. Cheque No. 753098 dtd. 14-1-2006 Punjab National Bank and Cash 2500 only (Rupees Two Thousand and Five Hundred).

Dated: 14-1-2006

(Dhondiba Somaji Ghore)

नई दिल्ली, 20 फरवरी, 2007

का.आ. 790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल ट्रांसपोर्ट कंपनी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/71/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-39011/7/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/71/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Transport Company and their workman, which was received by the Central Government on 20-2-2007.

[No.L-39011/7/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
AT MUMBAI

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/71 of 2003

Employers in Relation to the Management of
National Transport Company

The Partner

M/s. National Transport Company
4th floor, Mustafa Building
Sir P. M. Road, Fort
Mumbai-400001.

AND

Their Workmen

Shri Pandurang Todkar
C/o Mumbai Workers Association
1/25/26, Ashid Bhai Building,
65/73-A, K. K. Marg, Jacob Circle,
Mumbai-400011

APPEARANCES

For the Employer : Mr. A. R. Mulani,
Representative

For the Workman : Mr. Aboo Talib,
Representative

Date of passing of Award: 12th January, 2007

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-39011/7/2003-IR (B-II) dated 21-10-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of National Transport Company, Mumbai by orally terminating the services of Shri Pandurang Todkar w.e.f. 10-9-2001 is justified? If not, what relief the workman, Shri Pandurang Todkar is entitled to?”

2. To support the subject matter second party filed Claim Statement at Ex-8 stating that First party employed 60 employees including workman involved in the reference in its various godowns for loading and unloading purpose. They are working there since 1964. However workman involved in the reference was terminated illegally w.e.f. 10-09-2001 without following due process of law. So he prayed to reinstate with backwages.

3. This was objected by First party by filing reply Ex-12 stating that, decision taken by it is just and proper and does not require any interference.

4. In view of above pleadings issues were framed at Ex-14 and matter was fixed for recording evidence. However by Ex-15 both parties arrived at certain settlement and agreed to it. Relying on Ex-15, the reference is disposed of hence the order:

ORDER

In view of Ex-15, reference is disposed of with no order as to cost.

Dated: 12-01-2007

A. A. LAD, Presiding Officer

EX. NO. 15**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL AT MUMBAI****Reference CGIT No. 2/71 of 2003****BETWEEN****M/s. National Transport Company****AND****Their Workman**

In the matter of reinstatement of Shri Pandurang B. Todkar

MAY IT PLEASE THE HON'BLE TRIBUNAL :

The parties to the above Reference submit before this Hon'ble Tribunal as under :

The parties have signed a settlement between themselves outside the Court on 14-1-2006 and the terms of the settlement agreed to by the parties have been recorded and signed by the parties on 14-1-2006. The copies of the terms and conditions of settlement signed by both the parties are annexed to this Application.

The amount due and payable to the workman concerned has already paid to the concerned workman by cheque and the receipt passed by the concerned workman in the above Reference is annexed with the terms of settlement.

The parties therefore, pray that the above Reference may please be disposed of in terms of the enclosed settlement.

For National Transport Company

A. R. MULANI, Advocate

For workman, Shri Pandurang B. Todkar

Mumbai :

Dated : 12-01-2007

ABOUT TALIB

Union Representative

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL AT MUMBAI****Reference CGIT No. 2/71 of 2003****BETWEEN****M/s. National Transport Company****AND****Their Workman**

In the matter of reinstatement of Shri Pandurang B. Todkar with full back wages and continuity of service w.e.f. 10-9-2001.

MAY IT PLEASE THE HON'BLE TRIBUNAL :

The parties to the above dispute have discussed the matter in dispute between them and as a result of said discussions, an amicable settlement has been reached

7195/07-7

between the parties on the following terms and conditions to put an end to the dispute.

TERMS AND CONDITIONS

1. The First Company has agreed to pay the amount of Rs. 22,500 to the Second Party workman without prejudice to the contention of the First Party Company that the Second Party workman was not its employee.

2. The Second Party workman Shri Pandurang B. Todkar agrees to accept an amount of Rs. 22,500 (Rupees Twenty Two thousand five hundred only) as and by way of ex-gratia payment in consideration of the workman giving up his demand in the Reference order.

3. The Second Party workman further agrees that after receiving the aforesaid amount of Rs. 22,500 from the First Party Company, he has given up his demand for reinstatement in service and that upon getting the said amount from the First Party Company, he will have no dispute of whatsoever nature with the Company in respect of all his claims against the First Party Company.

4. The Second Party workman hereby agrees that the aforesaid amount of Rs. 22,500 has been received by him from the First Party Company in full and final settlement of all his claims against the First Party Company and that he has given up his demand for reinstatement in the service of the First Party Company.

5. The Second Party workman will also pass a receipt to the above effect to the First Party Company for having received the aforesaid amount in full and final settlement for his claims against the Company, including his demand for reinstatement in the Company's services covered by the Reference Order dt. 21-10-2003.

Both the parties will approach the Hon'ble Tribunal with this settlement, requesting the Hon'ble Tribunal to give an Award accordingly and dispose the Reference in terms of this settlement.

Mumbai :

Dated : 14-01-2006

Sd/—

For First Party Company

Second Party workman

L. H. T. I. of Shri Pandurang B. Todkar

RECEIPT

I, Shri Pandurang B. Todkar, the workman covered by Reference CGIT No. 2/71 of 2003 presently pending before the Central Government Industrial Tribunal at Mumbai, hereby say that I have received the amount of Rs. 22,500 (Rupees Twenty two thousand five hundred only) from M/s National Transport Company in full and final settlement of all my claims/dues against the Company. I have also agreed to give up my demand for reinstatement in service with the Company. I have filed the settlement before the Central Government Industrial Tribunal at Mumbai, requesting the Hon'ble Tribunal to dispose the

Reference regarding my demand in terms of the settlement filed before the Hon'ble Industrial Tribunal.

I have passed this receipt for having received the aforesaid amount and I say that I will have no claim of whatsoever nature against the Company hereafter upon receiving the amount of Rs. 22,500 from the Company. Cheque No. 753097 dt. 14-1-2006 Punjab National Bank and Cash Rs. 2500 only (Rupees Two thousand and Five hundred).

Date: 14-1-2006

(PANDURANG B. TODKAR)

नई दिल्ली, 20 फरवरी, 2007

का.आ. 791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार नेशनल ट्रांसपोर्ट कंपनी के प्रबंधन के संबंध में निरोधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/73/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2007 को प्राप्त हुआ था।

[सं. एल-39011/6/2003-आई आर (बी-II)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th February, 2007

S.O. 791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/73/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of National Transport Company and their workman, which was received by the Central Government on 20-2-2007.

[No. L-39011/6/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI.

PRESENT

A. A. LAD

Presiding Officer

REFERENCE NO. CGIT-2/73 OF 2003
EMPLOYERS IN RELATION TO THE MANAGEMENT
OF

NATIONAL TRANSPORT COMPANY

The Partner
M/s. National Transport Company
4th floor, Mustafa Building
Sir P. M. Road, Fort
Mumbai-400001.

AND

THEIR WORKMEN

Shri Somaji Rambhau Ghore
C/o Mumbai Workers Association
1/25/26, Ashid Bhai Building,
65/73-A, K. K. Marg, Jacob Circle,
Mumbai-400011

APPEARANCES

For the Employer : Mr. A. R. Mulani,
Representative

For the Workman : Mr. Aboo Talib,
Representative

Date of passing of Award : 12th January, 2007.

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-39011/6/2003/IR(B-II) dated 21-10-2003 in exercise of the powers conferred by clause (d) of sub section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of National Transport Company, Mumbai by orally terminating the services of Shri Samaji Rambhau w.e.f. 24-5-2000 is justified? If not, what relief the workman, Shri Somaji Rambhau Ghore is entitled to?”

2. To support the subject matter second party filed Claim Statement at Ex-6 stating that First party employed 60 employees including workman involved in the reference in its various godowns for loading and unloading purpose. They are working there since 1965. However workman involved in the reference was terminated illegally w.e.f. 24-5-2000 without following due process of law. So he prayed to reinstate with backwages.

3. This was objected by First party by filing reply Ex-12 stating that, decision taken by it is just and proper and does not require any interference.

4. In view of above pleadings issues were framed at Ex-14 and matter was fixed for recording evidence. However by Ex-16 both parties arrived at certain settlement and agreed to it. Relying on Ex-16, the reference is disposed of hence the order :

ORDER

In view of Ex-16, reference is disposed of with no order as to cost.

Dated : 12-01-2007

A. A. LAD, Presiding Officer

EX. NO. 16

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, AT MUMBAI

Reference CGIT No. 2/73 of 2003

BETWEEN

M/s. National Transport Company

AND

Their Workman

In the matter of reinstatement of Shri Somaji Rambhau Ghore.

MAY IT PLEASE THE HON'BLE TRIBUNAL:

The parties to the above Reference submit before this Hon'ble Tribunal as under :

The parties have signed a settlement between themselves outside the Court on 14-1-2006 and the terms of the settlement agreed to by the parties have been recorded and signed by the parties on 14-1-2006. The copies of the terms and conditions of settlement signed by both the parties are annexed to this Application.

The amount due and payable to the workman concerned has already paid to the concerned workman by cheque and the receipt passed by the concerned workman in the above Reference is annexed with the terms of settlement.

The parties therefore, pray that the above Reference may please be disposed of in terms of the enclosed settlement.

For National Transport Company

A. R. MULANI, Advocate

For workman, Shri Somaji Rambhau Ghore

Mumbai:

Dated: 12-1-2007

ABOUTALIB,

Union Representative

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL AT MUMBAI**

Reference CGIT No. 2/73 of 2003

BETWEEN

M/s. National Transport Company

AND

Their Workman

In the matter of reinstatement of Shri Somaji Rambhau Ghore with full back wages and continuity of service w.e.f. 24-5-2000.

MAY IT PLEASE THE HON'BLE TRIBUNAL:

The parties to the above dispute have discussed the matter in dispute between them and as a result of said discussions, an amicable settlement has been reached between the parties on the following terms and conditions to put an end to the dispute.

TERMS AND CONDITIONS.

1. The First Company has agreed to pay the amount of Rs. 22,500 to the Second Party workman without prejudice to the contention of the First Party Company that the Second Party workman was not its employee.

2. The Second Party workman Shri Somaji Rambhau Ghore agrees to accept an amount of Rs. 22,500 (Rupees

Twenty Two thousand five hundred only) as and by way of ex-gratia payment in consideration of the workman giving up his demand in the Reference order.

3. The Second Party workman further agrees that after receiving the aforesaid amount of Rs. 22,500 from the First Party Company, he has given up his demand for reinstatement in service and that upon getting the said amount from the First Party Company, he will have no dispute of whatsoever nature with the Company in respect of all his claims against the First Party Company.

4. The Second Party workman hereby agrees that the aforesaid amount of Rs. 22,500 has been received by him from the First Party Company in full and final settlement of all his claims against the First Party Company and that he has given up his demand for reinstatement in the service of the First Party Company.

5. The Second Party workman will also pass a receipt to the above effect to the First Party Company for having received the aforesaid amount in full and final settlement for his claims against the Company, including his demand for reinstatement in the Company's services covered by the Reference Order dt. 21-10-2003.

Both the parties will approach the Hon'ble Tribunal with this settlement, requesting the Hon'ble Tribunal to give an Award accordingly and dispose the Reference in terms of this settlement.

Mumbai:

Dated: 14-1-2006

For First Party Company

Second Party workman

L. H. T. I. of Shri Somaji Rambhau Ghore

RECEIPT

I, Shri Somaji Rambhau Ghore, the workman covered by Reference CGIT No. 2/73 of 2003 presently pending before the Central Government Industrial Tribunal at Mumbai, hereby say that I have received the amount of Rs. 22,500 (Rupees Twenty two thousand five hundred only) from M/s. National Transport Company in full and final settlement of all my claims/dues against the Company. I have also agreed to give up my demand for reinstatement in service with the Company. I have filed the settlement before the Central Government Industrial Tribunal at Mumbai, requesting the Hon'ble Tribunal to dispose the Reference regarding my demand in terms of the settlement filed before the Hon'ble Industrial Tribunal.

I have passed this receipt for having received the aforesaid amount any I say that I will have no claim of whatsoever nature against the Company hereafter upon receiving the amount of Rs. 22,500 from the Company. Cheque No. 753099 dt. 14-1-2006 Punjab National Bank and Cash Rs. 2500 only (Rupees Two thousand and Five hundred)

Date: 14-1-2006 (L.H.T.I. of SOMAJI RAMBHAU GHORE)

नई दिल्ली, 21 फरवरी, 2007

का.आ. 792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. आई. ए. सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या आई.डी. सं. 46/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-2007 को प्राप्त हुआ था।

[सं. एल-17012/15/2006-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 21st February, 2007

S.O. 792—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D.No. 46/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of NIAC Ltd. and their workmen, which was received by the Central Government on 21-2-2007.

[No. L-17012/15/2006-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD PRESENT

SHRI T. RAMACHANDRA REDDY

Presiding Officer

Dated the 7th day of February, 2007

INDUSTRIAL DISPUTE NO. 46/2006

Between :

Shri K. Rohit Kumar,
Plot No. 217, FCI Colony,
Vanastalipuram, Hyderabad

....Petitioner

AND

The Regional Manager,
The New India Assurance Company Ltd.,
5th floor, Surya Towers, Sardar Patel Road,
Secunderabad-530003

....Respondent

Appearances :

For the Petitioner : NIL

For the Respondent : NIL

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-17012/15/2006-IR(M) dated 7-8-2006 referred the following dispute under Section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of The New India Assurance Company Ltd., and their workman. The reference is,

SCHEDULE

“Whether the action of the management of The New India Assurance Company, imposing major penalty of reduction of basic salary to the starting basic salary in the scale of Assistant on Sh. K. Rohit Kumar, Assistant, is legal and justified? If not, what relief he is entitled to?”

2. Petitioner present and Respondent is represented by Dy. Manager, Mr. Sivaji today Petitioner reported that he is withdrawing his claim and does not want to proceed as the matter was settled out of the Tribunal and filed memo to that effect giving copy to the Respondent. Heard both sides.

3. In view of the circumstances, a ‘Nil’ Award is passed since the claimant has not pressed and withdrawn his claim, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 7th day of February, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 फरवरी, 2007

का.आ. 793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या सी.आर. सं. 21/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-2007 को प्राप्त हुआ था।

[सं. एल-43011/1/2003-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 21st February, 2007

S.O. 793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (C.R. No. 21/2003) of the Central Government Industrial Tribunal Labour Court, Bangalore, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 21-2-2007.

[No. L-43011/1/2003-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
BANGALORE

Dated, 1st February 2007

PRESENT:

Shri A.R. Siddiqui, Presiding Officer
C.R. No. 21/2003

I Party

The President,
 BGM General Workers Union
 CITU Office, Mairukuppam,
 Kolar Gold Field,
 K.G.F-563119
 Karnataka State

II Party

The managing Director,
 Bharat Gold Mines Ltd.,
 Oorgaum Post,
 Kolar Gold Field-563120
 Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-43011/1/2003(IR (M) dated 2nd May 2003 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Bharat Gold Mines Ltd., in imposing punishment of reduction of two increments in the scale of pay of Shri A. Anbalagan, Telephone Operator is justified? If not, to what relief the workman concerned is entitled?"

2. BGM General Workers Union represented by its President, CITU Office, Marikuppam, KGF espousing the cause of the first party workman filed its Claim statement challenging the enquiry proceedings conducted against the first party (herein after called workman) on the ground that they suffered from violation of principles of natural justice and that the findings of the enquiry officer holding the workman guilty of the charges suffered from perversity and that the impugned punishment order reducing his pay by two increments was unjust and illegal.

2. The management, however, by its Counter Statement contended that enquiry conducted against the workman was in accordance with the principles of natural justice having afforded reasonable opportunity to him to defend himself and that he in fact participated in the enquiry proceedings and cross examined the management witness and thereafter, gave his defence statement. The management further contended that the findings of the enquiry were very much based upon sufficient and legal evidence produced during the course of enquiry and that

the order reducing the pay of the workman by two increments was legal and justified.

3. Keeping in view the respective contentions of the parties with regard to the validity or otherwise of the enquiry proceedings, this tribunal on 9-11-2004 framed the following Preliminary Issue :

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

4. During the course of trial of the said issue, the management examined one Mr. Issaac, working as Assistant Personnel Manager and in his deposition got marked five documents at Ex. M1 to M5 namely, the charge sheet, reply to the charge sheet, notice cum appointment order of enquiry officer, proceedings of enquiry and findings of the enquiry. The first party filed his affidavit evidence by way of examination chief without getting marked any document.

5. After hearing the learned counsels of the respective parties, this tribunal by order dated 12-7-2006, recorded a finding on the above said issue to the effect that enquiry conducted against the first party by the Second Party is fair and proper. Thereupon the matter came to be posted for arguments on merits.

6. Learned, Counsel for the First party in his arguments submitted that findings of the enquiry officer are not based upon sufficient and legal evidence inasmuch as the statement of the first party workman made before the enquiry officer has gone unchallenged and uncontroverted there being no cross examination to him on behalf of the management. He contended that a competent and relevant witness by name Shri Janakiraman to speak to the charges of misconduct against the workman has not been examined. Learned counsel then submitted a copy of the award passed by this tribunal in CR No. 13/93 to suggest that under the similar facts and circumstances of the case this tribunal set aside the punishment order passed by the management against one of its employees and therefore, the impugned punishment order also is liable to be set aside for the reasoning given in the above said award. Lastly, he submitted that even otherwise, the punishment order reducing the pay of the first party by two increments once for all has caused great financial hardship, he being a poor employee having unblemished record of service with the management for a petty long time.

7. Whereas, the learned counsel for the management supported the findings of the enquiry officer and contended that the perusal of the enquiry findings would make it abundantly clear that they are supported by valid and cogent reasonings in turn supported by sufficient and legal evidence. He submitted that the workman has taken conflicting stand one in the claim statement and the other before the enquiry officer by giving his defence statement. In his Claim Statement he comes to say that he occupied the Quarter No. 046(S) under the allotment order issued by the Dy. General Manager (P) of the management and

whereas, during the course of enquiry while giving suggestions to the management witness as well as by giving his own statement he put forth altogether a different defence highlighting certain family problems he faced in not occupying Quarter which was allotted to him previously and then in occupying the present quarter, there being no order of allotment in his favour for the said quarter.

8. After having gone through the records, I find substance in the arguments advanced for the management. Keeping in view the findings already recorded by this tribunal to the effect that the Domestic Enquiry conducted against the first party by the Second Party is fair and proper, the only important question in the first instance to be considered would be whether the findings of the enquiry officer suffered from any perversity and then the next question to be gone into would be about the quantum of the punishment.

9. The first party at Para 10 of his claim statement contended that findings of the enquiry officer are totally perverse not based on evidence and that the enquiry officer has not given any valid reason to disbelieve his defence statement and that the conclusion arrived at by him is without any sound reasonings. Whereas, as noted above, the management contended that findings are supported by cogent and valid reasonings in turn supported by sufficient and legal evidence.

10. On going through the averments in the claim statement with regard to the facts and the allegations made in the charge sheet and after having taken into consideration the evidence brought on record during the course of enquiry and the findings of the enquiry officer, the contention of the management that the Workman has taken conflicting stand, appears to be very much supported by the records. The first party workman in his claim statement on facts that on his request the management allotted him a house No. 655 and the allotment was notified on 28-5-1997. He then stated that to his utter surprise, the said house was occupied by another employee of the management by name Mr. Yohan and thereafter on the dire need of a dwelling house he (the workman) was forced to occupy the house No. 046 (S) in the same locality which was vacant and for which Dy. General Manager (P) of the management had issued an allotment order. Thereupon, he occupied the said house getting deducted wages from his salary towards the rent and paying water charges and sanitation charges etc. Therefore, according to him the charge sheet filed against him that he occupied house No. 046(S) without any allotment order being issued in his favour was false and motivated. However, as could be read from the enquiry proceedings and enquiry findings, the above said defence taken by the first party was given go by by him. Not a single suggestion he made to the management witness to the effect that he had occupied the present house No. 046(S) under the allotment order issued by the Dy. General Manager (P) and on the other hand in his defence statement which he himself relied upon on the ground that it was not challenged by the management. He

came with the version that he occupied the above said House No. 046(S) under a critical situation of his mind as he faced mental agony on account of death of his father and other family problems. He also came out with a case that he could not occupy Qr. No. 655 allotted to him and that he infact had given letter for white washing, renovation and repairs of the said quarter and in the meanwhile it was allotted to one Mr. Yohan and he was forced to occupy the present house. Therefore, from the very statement of the first party made before the enquiry officer and the defence taken by him by way of cross examination to the management witness, it becomes crystal clear that he did not occupy Qr. No. 655 which was originally allotted in his name and that he occupied No. 046 (S) under confused state of mind facing mental agony and family problems etc. This statement of the first party during the course of enquiry as argued for the management was quite contrary to the stand he took in his claim statement contending that he infact was allotted House No. 046(S) by the Dy. General Manager (P) of the management which fact was not established by him by way of production of any such allotment order during the course of enquiry. On the other hand he had given up the said defence during the course of enquiry. In the result, from the evidence brought on record and the reasonings given by the enquiry officer, it becomes clear like crystal that the first party having failed to occupy House No. 655 allotted to him well within time had unauthorisedly occupied house No. 46(S) without any allotment order and continued to occupy the said house despite the letter issued by the management authorities to vacate the same without any further day. In the result, I am of the opinion that charge of misconduct leveled against the first party has been established by the management very much by sufficient and legal evidence and in the light of the very defence taken by the first party. The award passed by this tribunal in CR No. 13/93 relied upon by the learned counsel for the first party on the ground that under the similar facts and circumstances similar order of punishment against one of the employees of the management has been set aside by this tribunal, in my opinion will not help the case of the Workman. The facts involved in the said case were altogether different from the facts involved in the instant case. In that case the charge sheet against the workman concerned was to the effect that she had sublet the quarter allotted to her in favour of her brother and thereby committed the misconduct. My Learned Predecessor found no evidence to suggest that the workman sublet the house in favour of her brother, and therefore, set aside the punishment order passed against the workman by the management in that case. In the instant case however, the things are quite different. Here undisputedly, the first party had occupied the above said house No. 46(S) not being allotted in his favour and continued to occupy the said house despite the directions of the management to vacate the same. In the result, and for the foregoing reasons, I must conclude to say that charges of misconduct against the first party have been proved.

11. Now, coming to the quantum of the punishment, there appears substance in the submission made by the learned counsel for the first party that the order of punishment reducing the pay of the first party by two increments is somewhat excessive and harsh keeping in view the nature of the misconduct committed by the first party. Therefore, having regard to the facts and circumstances of the case and the statement of the first party made during the course of enquiry that he suffered from mental agony and family problems in occupying the house in question and also taking into consideration the fact that the impugned punishment order has been in effect for a period of about six years as on today, it appears to me that ends of justice will be met if the impugned punishment order passed against the first party comes to an end as on the date of passing of this award. Hence the following award:

AWARD

The impugned punishment order of reducing the pay of the first party by two increments shall remain in force till 31st January 2007 only. The management shall release the two increments withheld by it w.e.f. 1-2-2007. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 1st February, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 21 फरवरी, 2007

का.आ. 794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. श्री शारदे मैरीन सर्विसेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2)/191/1999 को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-2007 को प्राप्त हुआ था।

[सं. एल-36011/3/1999-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 21st February, 2007

S.O. 794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/191/1999) of the Central Government Industrial Tribunal Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Shree Sharde Marine Services and their workman, which was received by the Central Government on 21-2-2007.

[No. L-36011/3/1999-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, AT MUMBAI

PRESENT

A.A. LAD, Presiding Officer

Reference No. CGIT-2/191 of 1999.

Employers in Relation to the Management of M/s. Shree Sharde Marine Services

M/s. Shree Sharde Marine Services

C/o. Western India Shipyard Ltd.

Mormugao Harbour Mormugao, Goa-403 803.

AND

THEIR WORKMAN

The President,

Goa Trade and Commercial Workers Union,

Velho's Building, 2nd floor,

Opp. Municipal Garden Panjim,

Goa-403 001.

APPEARANCES:

For the Employer : Mr. S.K. Shrivastava,
Advocate

For the Workman : Mr. Suhaas Naik
Representative

Date of passing of Award : 24th January, 2007.

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-36011/3/99/IR(M) dated 10-09-1999 in exercise of the powers conferred by clause (d) of sub section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of M/s. Sharde Marine Services, Goa in terminating the services of S/Shri Mohan Singh and Hanif Khan w.e.f. 13-9-98 is legal and justified? If not, to what relief the workmen are entitled for?"

2. To support the subject matter referred in the reference, second party filed Claim Statement at Ex-4 stating that, workman Shri Mohan Singh and Mr. Hanif Khan were employed with M/s. Shree Sharde Marine Services to carry out the work of Ship repairs in the ship yard of the principal employer M/s. Western India Shipyard Ltd. Both were employed as a welder and fitter without giving appointment order. Gate pass was issued to Mohan Singh mentioning his designation as Welder/Fitter whereas gate pass issued to Hanif Khan was forcibly taken by the said contractor Ramendra Singh. According to union M/s. Shree Sharde Marine Services is a contractor to the principal Employer M/s. Western India Shipyard Ltd. which Company engaged in repairs and said company engages services of M/s. Shree Sharde Marine. Said contractor employs more than 25 workmen on its roll who carry out the work of Ship repairs. Both workers were working from 20-11-1997 onwards. Said work is of perennial nature and require 8 hours duty. Both workers work efficiently and diligently with the said contractor from 20-11-1997 to 12-8-1998 continuously i.e. for 8 months and 22 days. However on 13-9-98 contractor

refuses to employ them. On that, several efforts were made to get an employment but no fruits came. So the complaint was lodged before RLC(C). As dispute was not settled, it was referred here for adjudication where prayer of the Union is that, refusal of employment to these workmen is illegal and bad in law and was done by violating Section 25F of Industrial Disputes Act and without giving opportunity to the workman to hear them on decision of first party and prayed to treat them as employees of the first party and reinstate them.

3. This is objected by the first party by filing reply at Ex. 31 stating that workmen Mohan Singh and Hanif Khan employed by Shree Sharde Marine abandoned their services by taking their full and final dues as decided by ALC (C) Vasco on 24-6-1998. It is further stated that, they are casual and temporary employees of first party. They were engaged on contract basis. It is denied that, they are permanent employees of first party and worked 240 days to claim permanency. Since these two workmen abandoned the job on satisfying the settlement took place before ALC(C) Vasco, they have no right to say anything and claim with first party. So it is prayed that, their claim be rejected.

4. In view of above pleadings my Learned Predecessor framed issues at Ex-33 which are answered as below :

ISSUES	FINDINGS
1. Does union prove that workers viz. Mohan Singh and Hanif Khan worked continuously for more than 240 days i.e. from 20-11-97 to 12-8-98 ?	Yes.
2. Whether the management proves that, workers under reference abandoned their service after taking full and final settlement before the A.L.C (C) Vasco-da-gama dated 24-6-98 ?	No.
3. Whether the action of the management of M/s. Sharde Marine Services, Goa in terminating the services of S/Shri Mohan Singh and Hanif Khan w.e.f. 13-9-98 is legal and justified?	No.
4. What relief the workmen are entitled to?	As per order below

Reason issues 1, 2 & 3 :

5. To support the claim made in the Claim Statement second party filed affidavit at Ex-5 and documents produced with it as well as rely on affidavit filed at Ex-6 i.e. affidavit of Mohan Singh and Hanif Khan respectively where both have stated that, they are employee of first party and worked for more than 240 days and are terminated without following due procedure of law.

6. Record and proceedings reveals that, this reference

are proceeded exparte treating termination of Mohan Singh & Hanif Khan not legal and justified with order of reinstatement by passing Award on 28-5-2001. Then restoration application was filed to set aside the said order which was allowed on 7-1-2003 giving an opportunity to the first party to participate in the reference. Again by application Ex-48 first party prayed to allow him to cross examine the witnesses on which this Tribunal passed an order and permitted first party to cross examine the witness on paying cost of Rs. 2000 which was awarded in restoring reference. It is matter of record that though reference was restored on cost Rs. 2000 and though opportunity was given to first party to cross examine witness permitting it deposit Rs. 2000 as per order passed in restoration application, it is pertinent to note that still first party remained absent and absent against which lead this Tribunal to proceed on the evidence led by the second party.

7. As stated, above these two workers involved in the reference more precisely Mohan Singh and Hanif Khan worked continuously for 8 Months and 22 days with out disturbances and that fact is not disputed by the first party without leading evidence. First party has not brought on record the settlement on the strength of which these two workmen accepted the dues. In the absence of it and in the absence of evidence of the first party, I conclude that these two workmen worked for more than 240 days and were terminated without following due provision of law. Accordingly I answer the issues to that effect and passes the following order :

ORDER

- (i) Reference is allowed.
- (ii) The action of first party in not allowing workmen i.e. Mohan Singh and Hanif Khan to report on duty by M/s. Sharde Marine Services, Goa w.e.f. 13-9-98 is not legal and justified.
- (iii) First party directed to reinstate workmen i.e. Mohan Singh and Hanif Khan and give benefits of backwages w.e.f. 13-9-98 and cost Rs. 2000.

Date: 24-1-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 21 फरवरी, 2007

का.आ. 795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/71/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-2-2007 को प्राप्त हुआ था।

[सं. एल-39012/2/2001-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 21st February, 2007

S.O. 795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. CGIT-2/71/2001) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawaharlal Nehru Port Trust and their workman, which was received by the Central Government on 21-2-2007.

[No. L-39012/2/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL No. 2, AT MUMBAI

PRESENT

A.A. LAD, Presiding Officer

Reference No. CGIT-2/71 of 2001

Employers in Relation to the Management of Jawaharlal
Nehru Port Trust

The Chairman
Jawaharlal Nehru Port Trust Sheva,
P. O. Nhava
Navi Mumbai-400 614.

AND

There Workmen

Shri Mahesh M. Kumbhar
At Shahagh
P. O. Konkan Bhawan
Navi Mumbai-400 614.

APPEARANCES :

For the Employer : Mr. L. L. D'Souza,
Mr. Saptarshi Ghosh
Representatives

For the Workman : Mr. J. H. Sawant
Advocate

Date of passing of Award : 22nd December, 2006.

AWARD PART-I

1. The Government of India, Ministry of Labour by its Order No. L-39012/2/2001-IR(M) dated 14-5-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Jawaharlal Nehru Port Trust in removing Sh. Mahesh M. Kumbhar from employment w.e.f. 24-11-98 is legal and justified? If not, to what relief the workman is entitled for?"

2. To support the subject matter referred in the reference, second party filed Claim Statement at Ex-6 stating that, he worked with first party as Technician w.e.f. 5-11-90
7/99/07-8

till he was terminated w.e.f. 28-11-1998. The reason given by first party behind termination was of absenteeism which is not just and proper. Punishment awarded of dismissal for absenteeism is harsh punishment and against regulations framed more precisely regulation No. 5 to 9 suggests minor punishment to such type of absenteeism. However punishment of dismissal is major one and absenteeism cannot be ground to dismiss the second party.

3. He further stated that, evidence placed by him of his sickness was not considered by Inquiry Officer. Enquiry was not fair and proper, the findings were perverse. So it is submitted that, dismissal under be set aside with direction to first party to reinstate with backwages and continuity of service.

4. This is disputed by first party by filing reply Ex-7 stating that, absenteeism noted of second party is not legal one. Absenteeism was of 95 days right from 9-3-98 to 11-6-98. Second party remained absent without intimation and without conveying the cause of his absenteeism. The absenteeism of more than 10 days is treated as a misconduct and invite enquiry on which first party can take action of dismissal if the charges of misconduct are proved. It is to be noted that, after serving chargesheet enquiry was conducted. Even prior to that notice dated 29-4-98 was given asking him to report on duty within 7 days still he did not report on duty nor conveyed cause behind absenteeism as well as produce any documents. Even number of days were given and intimated to second party about enquiry, he did not take note of it, or reported for enquiry and participate in the enquiry. As second party did not cooperate with the Inquiry Officer, no option left with it but to proceed exparte and accordingly enquiry was concluded holding him guilty of misconduct about absenteeism. Opportunity was given to file appeal and after hearing that order of dismissal was confirmed. As no reason was assigned, and no evidence produced by second party about his absenteeism, it is stated that, decision taken by first party of dismissal is just and it did not require to be interfered.

5. In view of above pleadings, my Ld. Predecessor framed issues at Ex-10. Among them issues nos. 1 & 2 on the point of enquiry and perversity of findings are treated as preliminary issues which I answer as follow :

ISSUES

FINDINGS

- | | |
|--|-----|
| 1. Whether the domestic enquiry conducted against the workman was as per the principles of natural justice ? | No |
| 2. Whether the findings of the Inquiry Officer are perverse ? | Yes |

Reasons issues Nos. 1 & 2

6. Second party raised dispute about his dismissal dtd. 24-11-98 stating that the ground of absenteeism treated by first party as a misconduct to terminate is not just and proper. The enquiry conducted was not fair and proper.

Evidence lead by second party was not considered by first party. Whereas case of first party is that, sufficient opportunity was given to second party to take part in the enquiry however, he did not utilize it. He ignored the intimation given by first party, did not explain the chargesheet nor filed documents. The charges leveled against him were not disputed by him. When number of opportunities were given to join the enquiry and participate in it, second party purposely did not consider it and did not participate in it. So it is stated that, after giving proper opportunity when enquiry was conducted, now it cannot be set aside observing opportunity was not given to second party.

7. To support that, second party examined himself by filing affidavit at Ex-14 which is one page affidavit where he reproduced the same thing which he has made out in the Claim Statement. In the cross he admits that, he was served with chargesheet and did not reply. Even he admits that, though he received notices of enquiry he did not report in enquiry explaining he was bed ridden. The result is that, he did not report in the enquiry. He denies that he did not send medical certificate of his sickness to the first party. Even he denies that he did not seek application for leave. Whereas first party choose not to examine any witness and filed pushis to that effect at Ex-17.

8. Heard Learned Advocate for second party Shri Sawant and Advocate Lancy D'Souza for 1st party on the point of fairness of enquiry and perversity of findings. Second party advocate placed reliance on he citation published in 1996 LAB IC page 1948, 1996 I CLR page 39 and 2001 III CLR page 930. Whereas first party advocate place reliance on citations published in 2001 LLR page 1213-Patna High Court, 2001 LLR page 825 Supreme Court, 1995 I CLR page 377-Supreme Court, 2006 (109) FLR page 1081-Supreme Court, and 2002 II CLR page 943-Bombay High Court.

9. The record and proceedings reveals that, even in the Court, second party shy in filing the so called medical certificates about his sickness. Record & Proceedings also reveal that, second party totally remained absent in the enquiry and it was an exparte enquiry. The Ld. Advocate for second party rely on number of citations referred above but unfortunately those citations are on the point of awarding punishment whereas, we are on the stage of deciding part-I award i.e. on the point of fairness of enquiry and perversity of findings. Against that, Advocate for first party referred citation published in 2001 ALR Patna HC page 1213, 2001 LLR SC page 825 where it is observed that, when diligent failed to participate in enquiry in that case if enquiry is conducted exparte does not require to be disturbed. Besides he place reliance on citation published in 1999 I CLR Page 177 which is on the point of appointing authority which is not subject matter at this stage. This citation published in 2006 FLR page 1081 and citation published in 2002 II CLR page 943 are on the same footing which are not on the point to be considered at this stage.

10. The result of enquiry is that enquiry was conducted without involvement of the second party in the enquiry. Infact first party narrates the enquiry and describe it as an exparte enquiry. No doubt first two citations, referred by first party justify their act to proceed exparte, since second party admittedly did not participate in the enquiry. Still fact remains whether his so called medical Certificates were considered by first party and whether thought was given to the so called reason behind absenteeism of second party ? These questions remained unanswered as second party was not heard. So in my considered view, when enquiry conducted was exparte require it is to be declared not fair and proper. Besides findings on that basis given by Inquiry Officer definitely require to be observed not on the facts and the evidence placed before it, means findings is perverse.

11. Considering this position and that second party did not participate in enquiry in my considered view, I have to observe enquiry not fair and proper as well as findings perverse. Accordingly I record my above findings on the above issues and passes the following order :

ORDER

1. Enquiry is not fair and proper.
2. Findings perverse.
3. First party to justify its action by leading evidence on the next date which will be intimated.
4. In the circumstances there is no order as to its cost.

Dtd. 22-12-2006

A. A. LAD, Presiding Officer

नई दिल्ली, 22 फरवरी, 2007

का.आ. 796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 84/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-2007 को प्राप्त हुआ था।

[सं. एल-22012/573/1999-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd February, 2007

S.O. 796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 84/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workmen, which was received by the Central Government on 22-2-2007.

[No. L-22012/573/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
ASANSOL

PRESENT: Sri Md. Sarfaraz Khan,
 Presiding Officer.

Reference No. 84 of 2000.

PARTIES:

Agent, Sunderchak Chinakuri 3 Pit Colliery of M/s. E.C. Ltd., Dakshinkhanda, Burdwan.

Vis.

Asstt. General Secretary, Koyala Mazdoor Congress, Asansol, Burdwan.

Representatives:

For the management : Sri P. K. Das, Advocate.

For the union (Workman): Sri S. K. Pandey, Chief General Secretary, Koyala Mazdoor Congress, Asansol.

Industry : Coal State : West Bengal.

Dated the 19th December, 2006

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/573/99-IR(CM-II) dated 21-08-2000 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Chinakuri Mine No. 1 is not regularizing S/Sh. S. P. Nonia & 21 others as per their present deployment is justified? If not, to what relief the workmen concerned are entitled and from which date?”

On having received the Order No. L-22012/573/99-IR (CM-II) dated 21-08-2000 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference Case No. 84 of 2000 was registered on 11-09-2000/31-10-01 and accordingly an order to that effect was passed to issue notices to the parties through the registered post directing them to appear in the court on the date fixed and to file their written statement along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices were issued to the parties concerned by the registered post. Sri P. K. Das, Advocate and Sri S. K. Pandey, Chief General Secretary of the union appeared for the management and the union respectively.

From perusal of the record it transpires that both the parties have filed their written statement and 27-09-04 was the date fixed for filling their documents. Sri P. K. Das, Advocate appeared for the management but the union left taking step on its behalf since 27-09-04 to up to date. The record further goes to show that several adjournments were

granted to the union in order to appear in the court and to take suitable step on its behalf but to no effect. The regular absence of the union for more than two years itself indicates that the union is not interested to pursue its case any further and it has lost its interest. In such circumstance it is not just, proper and advisable to keep the record pending any more as no useful purpose is to be served. As such the case is closed and it is hereby

ORDERED

that let a “No Dispute Award” be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2007

का.आ. 797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आंसोल के पंचाट (संदर्भ संख्या 26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-02-2007 को प्राप्त हुआ था।

[सं. एल-22012/400/1999—आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd February, 2007

S.O. 797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref 26/2000) of the Central Government Industrial Tribunal-cum-Labour Court Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 22-2-2007.

[No. L-22012/400/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
ASANSOL

PRESENT: Sri Md. Sarfaraz Khan,
 Presiding Officer.

Reference No. 26 of 2000.

Parties: Agent, Jambad Colliery of ECL, Parsea, Burdwan

Vis.

Area Secretary, I.N.M.O.S.S.A., Kajoragramgram, Burdwan.

Representatives:

For the management : Sri P. K. Das, Advocate.

For the union (Workman): Sri P. Banerjee, Advocate

Industry : Coal State : West Bengal

Dated the 29th November, 2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/400/99/-IR(CM-II) dated 29-02-2000 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Jambad Colliery of M/s. ECL in not accepting the date of birth recorded in the Mining Sirdarship Certificate of Sh. Rama Shankar Gosai, workman and not forwarding the dispute to Age Determination Committee for assessment of correct age is legal and justified? If not, to what relief the workman is entitled?"

Having received the Order No. L-22012/400/99/-IR (CM-II) dated 29-02-2000 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference Case No. 26 of 2000 was registered on 13-03-2000/12-10-01 and accordingly an order was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date fixed and file their written statement along with the relevant documents and a list of witnesses in support of their claims. In compliance of the said order notices were issued to the parties concerned by the registered post. Sri P. K. Das, Advocate and Sri P. Banerjee, Advocate appeared in the court to represent the management and the union respectively.

From perusal of the record it transpires that both the parties have filed their written statements and some Xerox copies of the documents along with an affidavit of a witness was filed on behalf of the union. The record further goes to show that the date was fixed for cross examination, of the witness and repeated adjournments were granted at the request of the learned lawyer of the union to produce the witness for cross examination. It is clear from the order sheets of the record that the union left taking step on behalf of the union since 26-03-03. Again notice was issued for appearance of the union and Sri R. Kumar, General Secretary of the union appeared to represent the union on 16-11-04 and at his request 05-01-05 the case was adjourned for cross examination of the witness but unfortunately the union again left taking any step since 05-01-05 to 29-11-06. Several dates were fixed for the appearance of the union in order to take proper step on its behalf but to no effect. It is obvious from the trend of the union that it is not interested to pursue the record and it has lost the interest. So in such circumstance it is not just, proper and advisable to keep the record pending any more as no useful purpose is to be served. As such it is hereby

ORDERED

That let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Govt. of

India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 22 फरवरी, 2007

का.आ. 798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 143/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-2-2007 को प्राप्त हुआ था।

[सं. एल-22012/272/2002-आई आर (सी- II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd February, 2007

S.O. 798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 143/2003) of the Central Govt. Indus. Tribunal-cum-Labour Court, Jabalpur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 22-2-2007.

[No. L-22012/272/2002-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/143/2003

Shri C.M. Singh, Presiding Officer:

The Regional Working President,
Food Corporation of India Executive Staff Union,
P-24, Teela Jamalpara, Bhopal,
Bhopal (MP)

Workmen/Union

Versus

The District Manager,
Food Corporation of India,
District Office,
Old Vidhan Sabha Complex,
Bhopal (MP)

Management

AWARD

Passed on this 13th day of February, 2007

1. The Government of India, Ministry of labour vide its Notification No. L-22012/272/2002-IR(CM-II) dated 8-8-03 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Food Corporation of India, Bhopal in not paying the overtime in respect of Security Staff/Watchmen from October, 2000 to March 2001 after taking the work beyond the working hours is legal and justified? If not, to what relief the workmen are entitled?"

2. After the reference order was received, it was duly registered on 23-9-03 and notices were issued to the parties to file their respective statements of claim. In spite of sufficient service of notice on workmen/Union, the workmen/Union failed to file their statement of claim and therefore vide order dated 23-8-05 of this tribunal, the reference proceeded ex parte against the workman.

3. The management has filed their Written Statement. Their case in brief is as follows. That the reference is vague because it has been made without applying judicious mind or without taking into consideration of the notification issued by the Government of MP in regard to giving exemptions of the applicable of the M.P. Shop and Establishment Act, 1958 to the offices of Food Corporation of India. That in view of the FCI Headquarters Circular No. WRC/17/196 Vol. II dated 15-7-1998 restricting the OT A to the maximum limit of 1/3rd of the wages during the month and in view of the exemption given by the State Government in regard to non applicability of the Shop and Establishment Act, 1958 to the offices of the Food Corporation of India, the employees in question are not entitled to any relief. That in view of Headquarters Circular No. WRC/17/196. Vol. II dated 15-7-1998 issued in this regard and notification issued by the State Government giving exemption of the applicability of the Shop and Establishment Act, 1958 hence the question of paying total amount of Rs. 7,30,151/- to the employees doesn't arise. That the Chhola Depot of the Food Corporation of India at Bhopal has prepared and recommended the overtime allowance to the District Office, Bhopal for its payment and accordingly, taking consideration of the circular dated 15-7-98, the employees were permitted the overtime to the extent of ceiling limit of 1/3rd of the wages during the month and the 1/3rd overtime payment has already been made/paid to the employees concerned. Beyond ceiling limit, the employees are not entitled for any overtime. That the management is hereby filing statement of overtime both paid and unpaid for taking perusal of this Hon'ble Tribunal. That the employees are not entitled for overtime beyond the ceiling limited of 1/3rd wages of total month, hence question of payment of overtime claimed by the Union does not arise.

4. As the case proceeded ex parte against the workmen/Union, no evidence has been adduced on behalf of workmen/Union.

5. The management in support of their case has filed affidavit of Shri K.K. Ramakrishnan, the then working as Area Manager in Area Office of FCI, MP Nagar, Bhopal.

6. I have heard Shri S.K. Rao, Advocate, the learned counsel for the management. I have very carefully gone through the entire evidence on record.

7. There is no evidence on behalf of the workmen/Union for proving their case. Against the above, the management's case is fully proved from the affidavit of management's witness Shri K.K. Ramakrishnan which has remained uncontroverted and unchallenged. It is, therefore, held that the action of the management of FCI, Bhopal in

not paying the overtime in respect of Security Staff/ Watchmen from October-2000 to March-2001 after taking the work beyond the working hours is legal and justified and the workmen are not entitled to any relief. The parties shall bear their own costs of this reference. The reference is answered accordingly in favour of the management and against the workmen.

8. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 26 फरवरी, 2007

का.आ. 799.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 158/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/310/98-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2007

S.O. 799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 158/99) of the Central Govt. Indus. Tribunal-cum-Labour Court, No. 1, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 23-2-2007.

[No. L-12012/310/98-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 158/99

In the matter of dispute between :

Manoj Kumar through
The General Secretary.
Punjab National Bank Workers' Organisation,
898, Nai Sarak,
Delhi-110006

Workmen

Versus

Punjab National Bank
Sr. Regl. Manager, PNB,
Antriksh Bhawan, 22,
K.G. Marg,
New Delhi-110001.

Management

APPEARANCES : Shri Satish Chabra A/R for the workman.
Mrs. Surbhi Rana A/R for the Mgt.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/310/98-IR(B-II) dated 12-5-1999 has referred the following industrial dispute to this tribunal for adjudication :—

“Whether the action of Punjab National Bank, Civil Lines, New Delhi in stopping from duty w.e.f. 22-1-98 to Shri Manoj Kumar, Safai Karamchhari instead of regularizing his service and not paying him the wages as per their regular Employee is justified? If not, to what relief the workmen is entitled to?”

2. Brief facts of this case as culled from record are that the workman Shri Manoj Kumar son of Shri Sudesh Kumar was working in the branch office Civil Lines of Punjab National Bank as temporary Safai Karamchhari (Sweeper) continuously from 30-9-1993 which fact is verified by the seniority list of the Bank issued on 1-1-96 and 1-1-98 and he worked there upto 31-12-1997 (total 1553 days). Workman was taken in service vide Regional Office letter No. RMD/STAFF/IR dated 15-10-93. His salary was credited in his SF A/c No. 33017 through transfer voucher. The Branch Manager, B.O. Civil Lines has accepted that Manoj Kumar got the chance to work as temporary sweeper in place of Shri Rajinder Singh, Sweeper who was promoted as Peon and that no formal appointment letter has been given to the workman as is mandatory as per para 495 of the Sastri Award. Shri Manoj Kumar was working from 30-9-93 without any break and the bank has not given him any annual increment, leave whereas as per Bank's rule he was entitled to get casual leave as well as Medical aid etc. The Branch Manager without assigning any reason without giving any notice arbitrarily terminated his services from 22-1-98 and on 23-1-98 he wrote a letter to the Chief Manager for allowing him to continue working in the branch. Whereupon the General Secretary addressed a letter to the Regional Manager and requested to adjust the aggrieved workman but so far no action seems to have been taken by the bank. It is, therefore, prayed that he be reinstated in service with full back wages from 22-1-98 and all the benefits of leaves and medical aid as admissible to Bank employees from 30-9-93.

3. The management filed written statement raising preliminary objection that the dispute is not an industrial dispute in terms of section 2(K) of the I.D. Act as the applicant is not a workman in terms of section 2(s) of the I.D. Act. He was neither appointed by the Bank nor there exists any relationship of employer-employee between the respondent and the applicant as such the claim is not maintainable. That as per the provisions of section 16.9 of Desai Award, persons engaged on casual basis are also excluded from the operation of the award which governs the service conditions as applicable to the employees in the banking industry.

4. On merits it is stated Manoj Kumar has worked as a temporary sweeper from 30-9-93 to 31-12-96 and this was only a stop gap arrangement. The case of the workman is denied by the management except that he was employed and worked from 30-9-93 to 31-12-96, paid wages being credited in his S.F. account of the claimant and prayed that the claim may be rejected as the claimant is not entitled to

reinstatement as there was no appointment. He is not entitled to wages w.e.f. 22-1-98 and he has been already paid for the work he has done. Further, the claimant is not entitled to the benefits of leave and medical aid as he is not an employee of the bank.

5. Written statement was followed by rejoinder wherein the controverted facts of the written statement were refuted that those of claim statement were reinstated to be correct.

6. Thereafter workman examined himself as WW1 and the management examined Shri G.K. Garg in support of its case as MW1.

7. I have heard Shri Satish Chhabra A/R for the workman and Mrs. Sarbhi Rana A/R for the management at length and perused the record meticulously.

8. Admittedly the workman claimant Shri Manoj Kumar worked as temporary safai karamchhari w.e.f. 30-9-93 till 31-12-96. He worked for 1553 days continuously. He was taken in service vide regional office letter on 15-10-93. He was given a chance to work in place of Ravinder Singh Sweeper who was promoted as Peon. According to the management he was working in stop gap arrangement vacancy. There is only one post. He was not engaged through due procedure i.e. by interview. However, the claim of the management that the claimant worked by way of stop gap arrangement is not borne out i.e. supported from the statement of management witness Shri G.K. Garg MW1. There is nothing on record as to who was working on the vacancy against which the workman has worked for 1553 days. However, it is proved that the workman has worked for 1553 days continuously and he has not been given any notice or notice pay. His disengagement is in violation of section 25F of the I.D. Act. It is thus evident that the workman's removal is in violation of the principles of natural justice. The workman has also claimed regularization. His claim that he has worked for 1553 days is not sufficient to prove that he is entitled to regularization in the absence of existence of any regular post of Safai Karamchhari in the bank and mere working for 1553 days does not entitle him to be regularized in the post/job.

9. There is nothing on record to show that the workman has been engaged or appointed in accordance with the due process and procedure of appointment, therefore, he is not entitled to the relief of regularization in view of the decision captioned as Secretary of State of Karnataka Vs. Uma Devi reported in JT(4)206. However, his removal is illegal and he is entitled to reinstatement and full back wages w.e.f. 22-1-98 till he is reinstated. Therefore, he be reinstated with back wages w.e.f. 22-1-98. Award is passed accordingly. File be consigned to record room.

Further it is ordered that the requisite number of copies of this award be sent to the Central Government for necessary action at their end.

Dated: 14-2-07 SANT SINGH BAL, Presiding Officer

नई दिल्ली, 26 फरवरी, 2007

का.आ. 800.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के

बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 200/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/22/2000-आई आर (बी- II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 26th February, 2007

S.O. 800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 200/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 23-2-2007.

[No.L-12012/22/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/200/2000

Date: 15-02-2007

Petitioner : Shri Sanjay Ramachandra Raut,
Party No. 1 R/O Malipura, At & Post & Tah.
Nerparsopant, Dist. Yavatmal (M.S.) 445102.

Versus

Respondent : The Regional Manager, Bank of
Party No. 2 Mahaashtra, Regional Office,
Ghanshyam Bhawan, Opp. Police
Head Quarter, Mul Road, Chandrapur
(M.S.) 42402.

AWARD

Dated 15th February, 2007

1. Central Government, after satisfying the existence of disputes between Shri Sanjay Ramchandra Raut, R/o Malipura, At & Post & Tah. Nerparsopant, Dist. Yavatmal (M.S.) Party No. 1 and Regional Manager, Bank of Maharashtra, Regional Office, Ghanshyam Bhawan, Opp. Police Head Quarter, Mul Road, Chandrapur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-12012/22/2000-IR(B-II) Dt. 30-05-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management namely Regional Manager, Bank of Maharashtra, Region, Chandrapur, dismissing Shri Sanjay Ramchandra Raut, Ex-Clerk, Bank of Maharashtra, Digra Branch, Dist. Yavatmal, is legal proper or justified? If not, what relief the workman is entitled and from which

date? What other directions are necessary in the matter?"

3. By an Order Dt. 3-07-2006 I have already concluded that the Enquiry was legal, proper and in accordance of principles of natural justice giving full opportunity to the petitioner. Subsequently to the order the matter was fixed for evidence on the point of perversity of findings of enquiry officer as well as for consideration of adequacy of the punishment. The petitioner did not appear even subsequent to the order on preliminary issue, he did not adduce any evidence to show as to how the findings of the enquiry officer were perverse and also that the punishment awarded was shockingly disproportionate to the alleged charges. Similarly as the petitioner did not file any evidence the management has also closed his case and requested to consider the evidence, which is already on record. Now therefore, the following points arise for my consideration.

"Whether the findings of the enquiry officer are perverse and whether the punishment awarded is disproportionate to the alleged act against the petitioner.

4. I have heard the counsel for the Respondent Management and have gone through the written notes of arguments filed on its behalf. It seen that the petitioner S.R. Raut was charge sheeted with the following charges:—

- (i) Causing damage to the property of the bank and its customers a gross misconduct Clause 19.5(d) of B.P. Settlement.
- (ii) Doing any act prejudicial to the interest of the bank involving or likely to involve the bank in serious loss a gross misconduct under clause 19.5(j) B.P. Settlement.
- (iii) It seems that Shri S.R. Raut was working as a clerk at Digra Branch from 2-8-1993 to 2-07-1998 on 20-10-1995 a withdrawal of Rs. 20,000/- drawn on Saving Bank A/c. No. 9254 in the name of Shri P.D. Joshi was presented at the counter for payment. The petitioner Mr. Raut without passing the counter withdrawal slip put the ledger for number on it and sent it to the passing officer after entering in a payment close.
- (iv) It is also alleged that Mr. Raut has received the payment of Rs. 20,000.
- (v) The second allegation was that a Cheque of Rs. 12,400 drawn on the Account No. 9238 was presented for collection by Yavatmal Urban Co-op. Bank on 1-07-1997. The petitioner without posting the Cheque prepared the voucher for issuing the Cheque for amount of proceeds. After entering on the transfer scroll of that day, due to which it is alleged that the Shri S.R. Raut has increased the total debit side of the saving bank supplementary of that date without writing the Cheque in the supplementary. Thus according to the

management it has sustained a loss of Rs. 32,400/- to the act of the petitioner.

5. It seems that the Disciplinary Authority issued a charge sheet and initiated the enquiry after appointing the enquiry officer. The enquiry officer Shri Athawle on the day of first hearing explained the charges to the petitioner Shri S.R. Raut. The petitioner in the presence of Enquiry Officer, Presenting Officer admitted his misconduct and requested for the pardon. He prayed on humanitarian ground to excuse him and allow to continue in service. Thus the petitioner did not contest the enquiry on the contrary he had admitted the charges against him therefore, even the evidence was not recorded and on the basis of document and this admission of the petitioner the enquiry officer gave a reasoned report finding that the petitioner was guilty of the misconduct which were charged against him. The documents were in the handwriting of the petitioner, which he was expected to write and he has not written those documents as per established procedure of bank. He was working in that office for near about 5 years and he was having knowledge of all the procedure. His contention is that his admission were extracted by enquiry officer with some assurance. However, he was served with the dismissal order. It is also alleged that later on second charge sheet was issued. Since I have already concluded that the enquiry was proper and legal. Now there is no question of considering the issuance of second charge sheet. In fact it has no relevance with the first charge sheet. Whatever it may be the findings of the enquiry officer are clear enough to show that the petitioner has in unequivocal terms confessed to the charges. In fact he was handling the accounts of the customers who were prestigious or esteem customers of the bank. Non-mentioning of the cheques in the scroll and the withdrawal form was with a motive of gaining. It is also alleged that he has caused the loss of Rs. 32,400 to the bank in this episode and when there are admissions regarding such serious misconduct, how the findings of the enquiry officer can be regarded as perverse? On the contrary the documents on record itself are sufficient to prove the charge and accordingly the enquiry officer in addition to his admission has considered the documents and thus the findings of the enquiry officer cannot be treated perverse. They are proper. It is the contentions of the petitioner that the admission was extracted by inducement by the bank but even the Statement of Claim is not clear as to who had induced him and what was the inducement there is nothing on record to hold that the findings are perverse.

6. The second thing is regarding the proportion of punishment. According to the petitioner the punishment is disproportionate to the alleged misconduct. The management ought to have taken lenient view by imposing a lesser punishment instead of dismissal of the service. It has not considered his 11 years unblemished service. The submissions of the petitioner cannot be accepted. It being a bank the management is expected to maintain his reputation as well as to guard its property which includes the interest of its customer as well as the goodwill of the bank. It was necessary for the bank to consider the gravity of the misconduct when the misconduct is causing loss or

damages to the property of the bank a lenient view cannot be justified. No doubt there is no evidence brought by either party regarding the clean account of past service of the petitioner or there were some faults against him by the management. The nature of the misconduct shows that heavy loss was caused to the bank. It also seen that it was not by mistake or by overlooking the work in a haste. In fact it seems to be a deliberate one. In such circumstances the punishment awarded by the management is also cannot be treated as disproportionate to the alleged misconduct. The punishment of dismissal is also proper and the order of enquiry officer does not require any interference. Hence the reference is answer in the negative. It is ordered that the dismissal order of Regional Manager, dismissing Shri S.R. Raut is legal, proper and justified. And the petitioner is not entitled for any relief.

Hence this award.

Dated : 15-2-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 27 फरवरी, 2007

का.आ. 801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी मेवाड़ आंचलिक ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण उदयपुर के पंचाट (संदर्भ संख्या 1/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/162/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1/99) of the Industrial Tribunal-cum-Labour Court, Udaypur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of The Mewar Anchalik Gramin Bank and their workmen, which was received by the Central Government on 26-2-2007.

[No. L-12012/162/98-IR (B-1)]

AJAY KUMAR, Desk Officer

उदयपुर

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर (सं.)
पीठासीन अधिकारी—श्री हरशुभ्राम पूर्निया, आर. एच.जे. एस.

प्रकरण सं. 1/99 श्रम वाद

श्री रमेशचन्द्र पिता डालचन्दजी जति सेन
निवासी गोदाणा, तहसील झालील, जिला उदयपुर

—प्राथी

विक्रम

1. श्री मेवाड़ आंचलिक ग्रामीण बैंक,
प्रधान कार्यालय 22 गोविन्दपुरा कॉलोनी, उदयपुर

2. श्री शाखा प्रबन्धक,
मेवाड़ आंचलिक ग्रामीण बैंक, कोल्हारी

—विपक्षीगण

उपस्थित :—

प्रार्थी की ओर से : श्री अरूण व्यास,

विपक्षीगण की ओर से : श्री बी. एल. गुप्ता

पंचाट

दिनांक 30-12-2006

भारत सरकार के श्रम विभाग के श्रम शक्ति भवन नई दिल्ली के द्वारा आदेश सं. एल-12012/162/98-आई आर (बी-1) दिनांक 22-1-1999 के द्वारा निम्नलिखित प्रसंग इस न्यायालय को अधिनियम हेतु प्रेषित किया गया—

“Whether the action of the Management of Mewar Anchalik Gramin Bank, Udaipur in terminating the services of Shri Ramesh Chand Sen, Ex. Daily Rated Employees w.e.f. 14-3-97 is legal, proper and justified? If not, what relief the concerned workman is entitled to?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 1-2-99 को नियमित श्रम वाद संख्या 1/99 दर्ज रजिस्टर किया गया और पक्षकारान को नोटिस जारी किये गये। जिस पर प्रार्थी की ओर से क्लेम व विपक्षीगण की ओर से जवाब पेश किया गया।

प्रार्थी की ओर से प्रस्तुत क्लेम के तथ्य संक्षेप में इस प्रकार है कि—

प्रार्थी की प्रथम नियुक्ति दिनांक 27-6-94 को विपक्षी के अधीन शाखा कोल्हारी में दैनिक वेतन भोगी कर्मचारी के रूप में प्रतिदिन 22 रुपये मजदूरी तय की गई तब से लगातार प्रार्थी विपक्षी के अधीन कार्यरत रहा। बाद में 32 रुपये प्रतिदिन कर दिया गया। प्रार्थी को विपक्षी के अधीन कोल्हारी ब्रांच में चतुर्थ श्रेणी कर्मचारी का कार्य करने हेतु नियोजित किया गया तथा प्रार्थी से सफाई, पानी भरना, डाक पहुंचाना, स्लिपें भरवाना, कागजात टेबलों पर पहुंचाना, बसूली का कार्य, गड्ढियां बनाना आदि काम भी द्रिया जाता रहा। प्रार्थी दिनांक 27-6-94 से लगातार दिनांक 13-2-97 तक विपक्षी की उक्त शाखा में कार्यरत रहा। उसकी सेवाएं नियमित कर्मचारी की परिभाषा में आती है। प्रार्थी की विपक्षी के अधीन सेवाएं संतोषप्रद रही है। दिनांक 14-3-97 से प्रार्थी को शाखा प्रबन्धक द्वारा बिना कोई कारण बताये सेवा में लेने से इन्कार कर दिया, उसे कोई लिखित आदेश नहीं दिया। विपक्षी ने प्रार्थी को हटा कर बाबूखाना पुत्र न्याय मोह. को लाभान्वित करने की गरज से प्रार्थी को सेवामुक्त कर दिया जो अवैध व शून्य है। प्रार्थी को अलग-अलग नामों से भुगतान किया गया, जबकि उक्त अवधि में प्रार्थी ही एक मात्र चतुर्थ श्रेणी कर्मचारी रहा। प्रार्थी नियमित कर्मचारी होकर लगभग तीन वर्ष तक लगातार सेवा करने के उपरान्त अन्य को लाभान्वित करने हेतु प्रार्थी को बिना किसी कारण सेवा पृथक् कर दिया। इस सेवा पृथक् करने से पूर्व कोई

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नोटिस, नोटिस के एवज में वेतन, छंटनी मुआवजा आदि नहीं दिया। विपक्षी द्वारा प्रार्थी की सेवा मुक्ति प्राकृतिक न्याय व विधि के विरुद्ध होकर अवैध व शून्य घोषित होने योग्य है। प्रार्थी ने इस अवैध सेवा मुक्ति पर एतराज कर पुनः सेवा में लेने का निवेदन किया परन्तु विपक्षी ने कोई कार्यवाही नहीं की। इसलिये प्रार्थना की है कि प्रार्थी की दिनांक 14-3-97 को की गई सेवामुक्ति अवैध व शून्य घोषित की जावे। प्रार्थी को सेवामुक्ति दिनांक 14-3-97 से ही सेवा में मय सेवा निरन्तरता, फिक्सेशन, स्थाईकरण आदि लाभ सहित सेवा में लिये जाने व सेवा मुक्ति से पुनः सेवा में लिये जाने तक का वेतन मय ब्याज दिलाया जावे व अन्य कोई राहत जो उचित हो वह दिलाई जावे।

विपक्षी ने अपने जवाब में प्रार्थना पत्र के तथ्यों को अस्वीकार किया तथा यह अंकित किया कि प्रार्थी ने पूर्णतया अंशकालीन दैनिक मजदूर के रूप में तत्समय प्रचलित पारिश्रमिक दर पर विपक्षी की कोल्हारी शाखा में दिनांक 27-6-94 से 13-3-97 तक मात्र 55 दिन ही कार्य किया। प्रार्थी को मात्र आकस्मिक मजदूर के रूप में रखा। बैंक में नियमित कर्मचारी के पुनः कार्य पर आने पर कार्य की आवश्यकता न होने से दिनांक 14-3-97 के पश्चात् प्रार्थी से कोई कंजुअल बेसिस पर न तो कार्य लिया गया न प्रार्थी नियोजित रहा। प्रार्थी का नियोजन ही आकस्मिक अंशकालीन था तथा आवश्यकतानुसार था। अतः उसे सेवा से टर्मिनेट करने की आवश्यकता ही नहीं थी। प्रार्थी ने किसी भी वर्ष में 240 दिन कार्य नहीं किया न ही उसे नियोजन में रखा ऐसी स्थिति में नोटिस पे अधवा मुआवजा देने का प्रयत्न नहीं किया। बैंक में नियमित नौकरी नियमानुसार चयन प्रक्रिया में खुले विज्ञापन से होती है तथा अभी प्रतिबन्ध है। विपक्षी सं. 2 को अनावश्यक पक्षकार बनाया गया है। अतः प्रार्थी कोई राहत पाने का अधिकारी नहीं है।

प्रार्थी की ओर से स्वयं प्रार्थी रमेशचन्द्र, शांतिलाल सेन, कालूलाल नाई के शपथ पत्र पेश हुए जिनसे विपक्षी प्रतिनिधि ने जिरह की है। प्रार्थी की ओर से प्रकाश सेन का भी शपथ पत्र पेश हुआ, लेकिन वह जिरह हेतु नहीं आया इसलिये उसका शपथ पत्र साक्ष्य में नहीं पढ़ा जा सकता है। विपक्षी की ओर से अनिल मेहता का शपथ पत्र पेश हुआ, जिनसे प्रार्थी प्रतिनिधि ने जिरह की है लेकिन उसकी जिरह दिनांक 12-1-06 को अधूरी रही, काफी अवसर दिये जाने के बाद भी विपक्षी गवाह अनिल मेहता जिरह हेतु उपस्थित नहीं हुए अतः दिनांक 9-11-06 को उसकी जिरह बन्द की गई। विपक्षी ने अन्य कोई साक्ष्य पेश नहीं करना चाहा। दोनों पक्षों की ओर से संबंधित दस्तावेजों को प्रदर्शित कराया गया।

उभय पक्षों के प्रतिनिधियों की बहस विस्तार से सुनी गई। पत्रावली का अवलोकन किया गया।

प्रार्थी ने अपने तर्कों के समर्थन में निम्नांकित न्यायिक निर्णय प्रस्तुत किये हैं :-

- (1) डब्ल्यू एल सी (राज.) 2005 (3) पेज 430
- (2) आर एल डब्ल्यू 2001 (3) पेज 300
- (3) डब्ल्यू एल सी (राज.) यू.सी. 2000 पेज 439

विपक्षी प्रतिनिधि की ओर से अपने तर्कों के समर्थन में सुप्रीम कोर्ट के सेज फाईन्डर 2006 (ऑन लाईन) दिसम्बर, 19, 2006 का न्यायिक निर्णय प्रस्तुत किया है।

मैंने मन्त्रालय पर उपलब्ध मौखिक एवं दस्तावेजी साक्ष्य, प्रस्तुत न्यायिक निर्णयों एवं संबंधित विधि का अवलोकन किया। इस प्रकरण में मेरा निर्णय इस प्रकार है :-

प्रार्थी रमेशचन्द्र ने विपक्षी संख्या 2 के अधीन अंशकालिक दैनिक वेतन भोगी श्रमिक के रूप में दिनांक 27-6-94 से 13-3-97 की अवधि में केवल 55 दिन कार्य किया। प्रार्थी ने अपने क्लेम आवेदन पत्र में बताया है कि उसने करीब पौने तीन वर्ष तक लगातार विपक्षी सं. 2 शाखा में कार्य किया, और प्रत्येक वर्ष 240 दिन से भी अधिक अवधि तक कार्य किया। प्रार्थी के इस कथन की पुष्टि रेकार्ड पर उपलब्ध मौखिक एवं दस्तावेजी साक्ष्य से नहीं होती है। प्रार्थी ने अपने क्लेम आवेदन पत्र में यह भी बताया है कि उसने अलग-अलग नाम से उक्त शाखा में लगातार कार्य किया। अगर यह बात सही है तो फिर इस प्रकार की फर्जी कार्यवाही में प्रार्थी स्वयं भी भागीदार रहा है। गलत नाम से काम कर स्वयं उस कृत्य का लाभ प्राप्त नहीं कर सकता है, बल्कि ऐसा कृत्य आपराधिक श्रेणी में माना जाता है।

रेकार्ड पर उपलब्ध मौखिक एवं दस्तावेजी साक्ष्य से यह स्पष्ट हो जाता है कि प्रार्थी ने विपक्षी संख्या 2 की शाखा में केवल 55 दिन तक कार्य किया है जो कार्य अंशकालिक व दैनिक वेतन भोगी श्रमिक के रूप में किया है। ऐसा व्यक्ति नियमित श्रमिक के रूप में लगातार सेवा में बने रहने का अधिकारी नहीं रहता है। ऐसा व्यक्ति धारा 25 (एफ) औद्योगिक विवाद अधिनियम के प्रावधानों का लाभ प्राप्त नहीं कर सकता है। प्रार्थी की नियुक्ति निर्धारित व चयन प्रक्रिया के आधार पर नहीं हुई थी, बल्कि उसे दैनिक वेतन भोगी श्रमिक के रूप में अंशकालिक कार्य पर लिया गया था।

परिणामस्वरूप इन उपरोक्त हालात में प्रार्थी श्रमिक रमेशचन्द्र का क्लेम आवेदन पत्र चलने योग्य नहीं है जो विपक्षीगण द्वारा ऐसे श्रमिक को नियमित सेवा में न रख कर सेवा से पृथक् किया है जो कार्यवाही उचित एवं विधिअनुसार थी। अतः प्रार्थी श्रमिक रमेशचन्द्र विपक्षीगण से किसी भी प्रकार की राहत प्राप्त करने का अधिकारी नहीं है।

अतः भारत सरकार के श्रमिक विभाग के श्रम शक्ति भवन, नई दिल्ली के द्वारा प्रेषित प्रसंग दिनांक 22-1-1999 को उत्तरित करते हुए पंचाट इस प्रकार पारित किया जाता है कि--प्रबन्धक मेवाड औद्योगिक ग्रामीण बैंक, उदयपुर द्वारा प्रार्थी श्रमिक श्री रमेशचन्द्र सेन को नियमित सेवा में न रख कर सेवा से पृथक् करने की कार्यवाही उचित एवं विधि अनुसार थी। अतः प्रार्थी श्रमिक रमेशचन्द्र पिता डालचन्दजी जाति सेन किसी भी प्रकार की राहत प्राप्त करने का अधिकारी नहीं रहता है।

पंचाट प्रकाशनार्थ भारत सरकार के श्रम विभाग को प्रेषित हो।

हरसुखराम पुनिया, पीठासीन अधिकारी

नई दिल्ली, 27 फरवरी, 2007

का.आ. 802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, नई दिल्ली के पंचाट (संदर्भ संख्या 80/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/193/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th February, 2007

S.O. 802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. Nos. 80/2001) of the Central Govt. Industrial Tribunal/Labour Court-II, New Delhi, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 26-2-2007.

[No. L-12012/193/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai

I. D. No. 80/2001

Present : Sh. J. N. Kapoor
Sh. J. Buther

—1st Party
—2nd Party

In the matter of :—

Shri Mohan Singh Bedi,
6/67, Old Rajinder Nagar,
New Delhi-110060

Versus

The Dy. General Manager,
State Bank of India,
Delhi Zonal Office No. 1,
11, Parliament Street,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12012/193/2001-IR(R-I) Central Government dt. 16-10-2001 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the termination of the management of State Bank of India, Zonal Office, Parliament Street, in terminating the services of Shri Mohan Singh Bedi, Ex- Messenger, DPS Extension Counter, Mathura Road, New Delhi w.e.f. 1-6-2000 is justified? If not, what relief the workmen concerned is entitle?"

The workman applicant has filed claim statement. In the claim statement it has been stated that there was acute shortage of Messengers at Ring Road, Lajpat Nagar Branch, as they were mostly engaged for Bank's services i.e. carrying and distributing Bank Dak and clearing cheques from one place to another place. To augment the strength of the subordinate staff the workman was appointed as Messenger at the branch against permanent vacancy with effect from 16-6-1990, at a fixed salary of Rs. 2,000 p.m.

The management withdrew the permanent Messenger posted at D.P.S. Extension Counter of the Bank and posted the workman, immediately on appointment at the D.P.S. Extension Counter to carry out all the indoor and outdoor duties of the Bank as Messenger i.e. subordinate staff.

That as to avoid recruitment of messengers in the Bank the Management for malafide reasons had shown the workman as Courier on paper for payment of wages only and had been paying him fixed wages as Courier/Messenger. His last wages were Rs. 3,587 per month. The fact was that the workman was messenger and performing all the indoor and outdoor duties of a messenger which were being performed by a permanent messenger. The payments as Courier were made/shown on paper to conceal and hide the fact that they had appointed a Messenger. This was purposely done to circumvent the rules and deprive the workman the benefits of regular and permanent employee. Thus the management had been acting malafide and following nakedly unfair labour practice.

That the Management was fully aware that the workman was being utilized by the Bank as full time Messenger from the date of his appointment.

That the workman was attending duties in the Bank from 8.45 A.M. and was leaving the Bank at 5.00 P.M. and since the date of his appointment he had been performing the following duties in the Bank :—

- (a) Working as Cash Messenger — Stitching notes etc.
- (b) Stamping of cheque books.
- (c) Attending the official and clerical staff of the Bank as Messenger.
- (d) Carrying cash from the Extension Counter to the branch and branch to the Extension counter.
- (e) Distribution of Dak.
- (f) Stitching vouchers and stamping vouchers.
- (g) Adjusting ledger sheets in ledger.
- (h) Stitching cash, and
- (i) Doing all other messengerial duties which were being assigned from time to time.

Besides all the above noted messengerial duties the workman was also asked to perform clerical duties, in case of emergency which fact can be verified from the Bank's

records. It is evident from the Bank records that the workman has been appointed as Messenger to perform all messengerial duties but shown as Courier to circumvent the legal position for malafide reasons. The action of the management amounts to unfair labour practice and colourable exercise of powers.

That in the terms of the Agreement dated 27-10-88 and 9-1-1991, entered between the Bank and the All India State Bank of India Staff Federation all temporary, casual and daily wagers employees who worked in the Bank for more than 30 days in a calendar year between 1-7-1975 to 14-8-1991, were required to be empanelled and finally absorbed permanently in the bank service. Several thousand employees of this category have been recently absorbed permanently by the Bank on the basis of length of their service whereas the Bank did not consider the claim of the workman who had the longest service and fulfilled all requisite qualification required by the Bank.

That the workman submitted representation to the Dy. General Manager on 29-11-1999 in this regard; the copy of which is enclosed marked Annex. 'A'. The Management did not reply the workman in the matter despite reminders. The Management instead of considering the representation sympathetically and judiciously turned hostile towards the workman.

That the Management stopped payment of wages to the workman and the workmen represented in this regard vide his letter dated 26-2-2000; the copy of which is enclosed marked Annex. 'B'.

That the workman sent second reminder to the Deputy General Manager to its representation dated 29-11-1999 which was sent not yet considered, vide his letter dated 4-5-2000, the copy of which is enclosed marked Annex. 'C'.

That the Management instead of redressing the genuine grievances of the workman started harassing the workman and did not pay his wages for the month of March and April, 2000. The workman submitted his representation in this regard vide his letter dated 29-5-2000; the copy of which is enclosed marked Annex. 'D'.

That all the above representation of the workman made the management hostile and vindictive toward the workman and they terminated the services of the workman as at the close of business on 1-6-2000, without any speaking orders and without any chargesheet and without any notice.

That the workman raised an industrial dispute before the Assistant Labour Commissioner (Central), New Delhi vide his letter dated 12-7-2000; the copy of which is enclosed alongwith its annexures marked Annex. 'E' and the same be treated as part of this statement of claim of the workman.

That the workman also submitted rejoinder before the Asst. Labour Commissioner (C), New Delhi dated 15-11-2000; the copy of which is enclosed along with its

three annexures and marked as Annex. 'F' to this Statement of claim. The same may also be treated as part of the Statement of Claim of the workman.

That on various dates the conciliation proceedings took place. The Asstt. Labour Commissioner suggested the Management to settle the case and reinstate the workman in view of huge number of documents produced by the workman in support of his claim but the Management took negative stand for malafide reasons and as such the proceedings ended in failure.

That the Conciliation Officer submitted its failure report to the Secretary, Ministry of Labour, Govt. of India, New Delhi vide his letter No. ALC.HQ 6/7/15/2000 dated 24-4-2001; the copy of which is enclosed marked Annex. 'G'

The Management has filed Written Statement. In the written it has been stated that there existed no employer-employee relationship between the Bank and the claimant. No letter of appointment was issued to him. The Bank has its own recruitment rules for recruiting employees and being a Statutory Organisation cannot bypass the recruitment procedure. It is also to comply with the reservations rules/guideline. It is also submitted that the Branch Manager had no authority to appoint any person in the service of the bank. The claimant was never appointed by the Bank nor he was subject to any recruitment rules. Therefore, the claimant is not a "Workman" as defined under Section 2(s) of the ID Act. The claim is not maintainable and is liable to be dismissed on this ground alone.

That there existed no Industrial Dispute as defined under Section 2(k) of the 10 Act. Since the claimant was not a workman as stated above there would arise no Industrial Dispute. Therefore, the claim is not maintainable and is liable to be dismissed as there arose or existed no Industrial Dispute.

That the Management Bank being a Statutory Organisation has its own rule and regulations of recruitment. It is to follow the reservation policy of the Govt. of India and other guidelines on recruitment from time to time. The claimant was never recruited by the Bank in accordance with its recruitment rules. No appointment order was issued to the claimant. Therefore, there would arise no right in favour of the claimant to maintain the present claim. Therefore, the claim is not maintainable and is liable to be dismissed.

That the contents of para 1 of claim statement needs no reply being reproduction of Reference Order.

That the contents of para 2 of claim statement are wrong and denied. It is submitted that the claimant was not an employee of the Bank. The claimant was never appointed as Messenger at DPS Extension Counter, Mathura Road, New Delhi with effect from 16-6-1990 at a salary of Rs. 2000 per month. The claimant was having courier

service and had his own three wheeler scooter. The claimant himself approached the Branch for rendering courier service and hiring of his three wheeler scooter No. DER-3440 and for that he had charged whenever his three wheeler was hired or rendered courier service for the officers/employees of the Branch. There was an agreement for rendering courier service and an amount was fixed per month. As per the agreement of the claimant used to pick up the daks/letters/documents from the Branch/Extension Counter and delivered at the places of the addressees and accordingly the charges for such services were paid. The claimant had written a letter dated 6-11-1997 requesting for enhancement of the contracted money of Rs. 3152 to Rs. 3400 paid on voucher. The voucher was in common format which is not indicative of employer-employee relationship. Therefore, the allegations as made out in the claim are wrong and denied. It appears that taking advantage of his access to bank premises the claimant has fabricated documents for claiming employment.

That the contents of para 3 of the claim are wrong and denied. The claimant was never appointed as Messenger at the Extension Counter of the Bank. The allegation of withdrawing of permanent messenger at DPS Extension Counter is false. Since the claimant was not an employee performing of any duty as alleged would not arise at all.

That the contents of para 4 are wrong and denied. The claimant was never recruited nor appointed in the services of the Bank. There existed no employer-employees relationship between the Bank and claimant. The claimant was not a workman and, therefore, there would arise no industrial dispute. It is wrong and denied that the claimant was shown as courier on paper and what was paid was wages. The claimant was operating courier service and he used to collect letters/documents from the Branch/Extension Counter for delivery to the addressees and for that Branch/Extension Counter for delivery to the addressees and for that purpose he charged the Bank. The amounts so charged by the claimant for courier service were paid to the claimant. The allegation of unfair labour practice, malafide are wrong and denied being devoid of any merits. It is wrong and denied that claimant was paid Rs. 3587 per month lastly. Since he was not an employee the question of paying any wages or Rs. 3587 would not arise at all. It is further submitted that the claimant was having three wheeler scooter No. DER.3440 and the bank was paying for hiring of his vehicle. The Management was not having any control over the claimant, it was only contractual work.

That the contents of para 5 are wrong and denied. It is wrong and denied that the claimant was utilized by the Bank as full time messenger from the date of his appointment as alleged. The claimant was not appointed as messenger at all and hence performing the duty of a messenger in the Bank would not arise at all.

That the contents of para 6 of the claim are wrong and denied. It is wrong and denied that the claimant was attending the duty in Bank from 8.45 AM to 5 PM and performing the duties as enumerated in this para. The duties mentioned in this para were not performed at all by the claimant. In any event the duties mentioned in this para were never assigned to him. Therefore the question of performing the duties mentioned in this para would not arise at all.

That the contents of para 7 are wrong and denied. The claimant was never asked to perform clerical duties nor messenger duties. It is wrong and denied that the claimant was appointed as messenger and had performed the duties of messenger. The allegation of unfair labour practice and colourable exercise of power are wrong and denied.

That the contents of para 8 are wrong and denied. The agreement dated 27-10-1988 and 9-1-1991 would not apply to the facts of the present case. Hence the rest of the allegations are wrong and denied.

That the contents of para 9 as stated are wrong and denied. The Bank received the representation dated 29-11-1999 but did not reply as the demand of the claimant was unreasonable and unjustified.

That the contents of para 10 are wrong and denied. The allegation of stopping of payment of wages is wrong and denied. The Bank did not receive letter dated 26-2-2000.

That the contents of para 11 of claim are wrong and denied. The letter mentioned in this para was not received by the Bank.

That the contents of para 12 are wrong and denied being misconceived. No grievance would arise to the claimant as he was not an employee of the Bank. The Bank did not receive any letter dated 29-5-2000. Since the claimant was not an employee of the Bank the question of paying wages for the month of March and April, 2000 would not arise at all. In any event the allegations are outside the scope of the Reference Order and the Hon'ble Court would not go beyond the scope of the order of Reference.

That the contents of para 13 are wrong and denied. Since the claimant was not an employee the question of terminating the services on 1-6-2000 would not arise at all. Rest of the allegations are misconceived and hence wrong and denied.

That the contents of paras 14 to 18 needs no reply as these paras relates to conciliation proceedings. It is submitted that in view of the submissions made in this written statement the demand of the claimant for reinstatement is unjustified and unreasonable. The claim is frivolous and is liable to be dismissed.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim

statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From purusal of the pleadings of the parties the following issues for determination arise :—

1. Whether the workman has worked as Courier or Messenger from 16-06-1990 to 01-06-2000 ?
2. Whether the management has committed unfair labour practice in not giving regular appointment to the workman ?
3. Whether the workman deserves reinstatement ?
4. To what amount of back wages the workman is entitled ?
5. To what relief the workman is entitled ?

ISSUE No. 1

It was submitted from the side of the workman that to augment the strength of subordinate staff, the workman has been appointed as Messenger at the branch against a permanent vacancy w.e.f. 16-6-1990. The permanent Messenger was withdrawn posted at DPS Extension Counter of the bank and the workman was posted at his place to carry out all the indoor and outdoor duties of the bank as Messenger/subordinate staff.

It was further submitted from the side of the workman that to avoid recruitment of messengers in the Bank the Management for malafide reasons had shown the workman as Courier on paper for payment of wages only and had been paying him fixed wages as Courier/Messenger. His last wages were Rs. 3,587 per month. The fact was that the workman was a Messenger and performing all the indoor and outdoor duties of a messenger which were being performed by a permanent messenger. The payments as Courier were made/shown on paper to conceal and hide the fact that they had appointed a Messenger. This was purposely done to circumvent the rules and deprive the workman of the benefits of regular and permanent employee. Thus the management had been acting malafidely and following nakedly unfair labour practice.

It was further submitted that the workman was assigned duty in the bank from 8.45 AM and was leaving the bank at 5.00 pm. He has been performing the work of Cash Messenger just as Stitching notes etc., stamping of cheque books, attending the officials and clerical staff of the bank as messenger, carrying Cash from the extension counter to the branch and from branch to the extension counter, distribution of daks, stitching vouchers and stamping vouchers, adjusting ledger sheets in ledger, stitching notes and doing all other messengerial duties

which were being assigned from time to time. Sometimes the workman was asked to perform clerical duties also.

It was further submitted that in the terms of the Agreement dated 27-10-88 and 9-1-1991, entered between the Bank and the All India State Bank of India Staff Federation all temporary, casual and daily wagers employees who worked in the Bank for more than 30 days in a calendar year between 1-7-1975 to 14-8-1991, were required to be empanelled and finally absorbed permanently in the bank service. Several thousand employees of this category have been recently absorbed permanently by the Bank on the basis of length of their service whereas the Bank did not consider the claim of the workman who had the longest service and fulfilled all requisite qualification required by the Bank.

It was submitted from the side of the management that there existed no employer-employee relationship between the bank and the claimant. No letter of appointment was issued to him. The Bank has its own recruitment rules for recruiting employees and being a Statutory Organisation cannot bypass the recruitment procedure. It is also to comply with the reservations rules/guidelines. It is also submitted that the Branch Manager had no authority to appoint any person in the service of the bank.

It was further submitted from the side of the Management Bank being a Statutory Organisation has its own rules and regulations of recruitment. It is to follow the reservation policy of the Govt. of India and other guidelines on recruitment from time to time. The claimant was never recruited by the Bank in accordance with its recruitment rules. No appointment order was issued to the claimant. Therefore, there would arise no right in favour of the claimant to maintain the present claim. Therefore, the claim is not maintainable and is liable to be dismissed.

It was further submitted that there was an agreement for rendering courier service and an amount was fixed per month. As per the agreement the claimant used to pick up the daks/letters/documents from the Branch/Extension Counter and deliver at the places of the addresses and accordingly the charges for such services were paid. The claimant had written a letter dated 6-11-1997 requesting for enhancement of the contracted money of Rs. 3152 to Rs. 3400 paid on voucher. The voucher was in common format which is not indicative of employer/employee relationship. Therefore, the allegations as made out in the claim are wrong and denied. It appears that taking advantage of his access to bank premises the claimant has fabricated documents for claiming employment.

The substantial question is whether the workman was a messenger or his appointment was contractual and he was given the duty of handing over daks to different places and he was performing the duties of a courier on contract basis.

The workman has filed documents B-40 to B-60 and he has narrated the duties performed by him throughout his engagement. These documents have not been denied by the management. These documents are photocopies of 555 bills enclosed with the statement. These bills have not been denied. These documents indicate that full time work was taken from the workman and he was in fact a messenger. He was not a courier. B-59 and B-60 contains the particulars of the work done by the workman in respect of counterfoil slips of the fee collected in cash at DPS counter and handed over to the school authority against respondents. The workman has made entries in the counterfoils. The documents pertaining to these particulars have not been denied by the bank. B-67 is the Identity Card issued by the bank. He has been designated as messenger. B-62 is a certificate issued by the office incharge, DPS Extension Counter. He has certified that the workman performed the duties of messenger at DPS extension counter from 21-07-1994 to 27-12-1994. There is another certificate issued by the competent authority. It has been mentioned in this certificate that the workman was working as messenger at DPS Extension Counter from 1998 onwards. These certificates establish the fact that the workman was working as messenger.

MW1 has admitted as under :—

“I do not know who was the permanent messenger at DPS bank counter during 16-06-90 to 01-06-2000. I am not aware whether any messenger was posted there. I do not know who was posted incharge of extension counter from 16-06-90 to 01-06-2000 but from record I find that one Shri Banga was the incharge. I have seen the court file but there is no agreement between the workman and the bank as the bank has not filed the same. The bank has been paying conveyance bills which I have seen from the court file.”

MW1 has failed to disclose as to who was the permanent messenger at DPS banks counter during 16-06-1990 to 01-06-2000. It amply proves that there was no permanent messenger at DPS counter but this workman performed all the duties of a messenger.

MW1 has further admitted that no agreement between the workman and the bank has been filed on the record whereas the case of the management is that the workman worked under the contract as courier. No such agreement has been filed on record. This plea of the management appears to be mischievous.

MW1 has further admitted that some of the bank's books were written by the workman which he had seen from the court file. MW1 has admitted that the workman was writing in the books of the bank, so the case of the management that the workman was simply a courier for carrying daks on a three wheeler miserably fails. The documents filed on the record and the certificate issued by

the competent authorities and the admission of the management witness establishes the fact that the workman has worked as messenger from 16-06-1990 to 07-06-2000 for more than 10 years. Thus this stands proved that the workman was not a contractual courier but he was a messenger throughout and he has rendered 10 years service as messenger at the DPS extension counter of the bank. He has performed 240 days at least in the year 91, 92, 93, 94, 95, 96, 97, 98, 99. He has worked for 6 months in 1990 and 6 months in 2000. This issues is decided accordingly.

ISSUE No. 2

It becomes quite obvious from the findings on issue no. 1 that there was permanent post at DPS extension counter. The permanent staff was withdrawn from there and the workman was posted at his place. The work is of permanent nature. The workman was posted against a vacant post. He discharged all the duties of a messenger. He was employed for whole day. In such circumstance it was necessary that the management should have given him regular status but he has been kept as casual for long 10 years.

It was further submitted that section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000 or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the ID Act specifies some practices as unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :—

"To employ workman as Badlis, Casual or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman."

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. In the instant case the workman has been continued as casual and temporary for 7 years. It establishes to the hilt that the respondent management has committed unfair labour practice. The workman has been engaged for 7 years as casual and temporary and thereafter he has been removed. He has not been paid retrenchment compensation.

It has submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated.

The management has indiscriminately followed unfair labour practice in retaining the workman as casual for long 10 years and thereafter removing him even without payment of retrenchment compensation and one month's pay in lieu of notice. Thus the bank has committed unfair labour practice. This issue is decided accordingly.

ISSUE No. 3

The workman has rendered 10 years of service and he has been removed without payment of any retrenchment compensation in violation of Section 25 F of the ID Act.

It was submitted from the side of the bank that the workman has not been appointed as per recruitment rules. His appointment is irregular and illegal. He is not entitled to reinstatement.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Section 25 F, G of the ID Act is attracted. In Section 25 F of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given one month's pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25 F are not complied. In the instant case no compensation has been paid to the workman who has continuously worked for 10 years.

In the Constitution Bench Judgement in Uma Devi's case these matters were not at issue. In case a workman has worked for 10 years and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid Section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so section 25F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workman should not be engaged for years and then he should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hall mark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgement has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and adhoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgement the provision of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions

enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this being provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled Section 11 A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgement cited by the management is not applicable in the facts and circumstances of the case.

A three Judges Bench of the Hon'ble Apex Court has held in 1993—II—LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgement of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that Section 25, G & H of the ID Act are not violated.

The workman deserves reinstatement in view of the law laid down by the Hon'ble Apex Court cited above. This issue is decided accordingly.

ISSUE No. 4

It was submitted from the side of the workman that he has rendered 10 years dedicated service. He is out of employment. He should be reinstated with full back wages.

It was further submitted that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages. In the instant case the matter involved was a case of theft of large quantity of Aluminum Wire. Departmental inquiry was not conducted

in accordance with the principles of natural justice so dismissal was found bad. In such circumstance the Hon'ble Apex Court held that the order for payment of full back wages was not justified if termination is set aside. In PGI Vs. Raj Kumar (2001) 2 SCC 54 the Hon'ble Apex Court upheld the 60% award of back wages of the Tribunal.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstances the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39—three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has worked for more than 10 years and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID Act, 1947 provides that in case dismissal or discharge is found illegal, reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The status provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

In view of long 10 years service of the workman he is entitled to full back wages. He was engaged w.e.f. 16-06-1990. 17 years have elapsed. He has crossed his age for regular appointment. Though the full back wages are not the natural consequences of reinstatement but in the fact and circumstances of the case the workman is entitled

to get full back wages in view of his long tenure of service in view of law cited above. This issue is decided accordingly.

ISSUE No. 5

From the foregoing it becomes quite obvious that the workman has rendered 10 years of service as messenger. He has not been given benefits of regular appointees. In the facts and circumstances of the case the workman deserves to be reinstated with 100% back wages within two months from the date of publication of the award.

The reference is replied thus :—

The action of the management of the State Bank of India, Zonal Office, Parliament Street, in terminating the services of Shri Mohan Singh Bedi, Ex. Messenger, DPS Extension Counter, Mathura Road, New Delhi w.e.f. 1-6-2000 is not justified. The management is directed to reinstate the workman w.e.f. 1-6-2000 with 100% back wages within two months from the date of publication of the award.

Award is given accordingly.

Date: 19-2-2007

R.N. RAI, Presiding Officer

आदेश

नई दिल्ली, 6 मार्च, 2007

क्र.आ. 803.—जबकि केन्द्रीय सरकार का यह मत है कि भारतीय खाद्य निगम के प्रबंधन और उनके कामगारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और जबकि केन्द्रीय सरकार का यह मत है कि उक्त विवाद में राष्ट्रीय महत्व का प्रश्न शामिल है और इसका न्याय-निर्णयन एक राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाना चाहिए ;

और जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के आदेश संख्या एल-22012/11/2004 आई आर (सी-II) दिनांक 24-12-2004 द्वारा एक राष्ट्रीय न्यायाधिकरण गठित किया था जिसका मुख्यालय कोलकाता में था और न्यायमूर्ति श्री हृषिकेश बनर्जी को इसके पीठासीन अधिकारी के रूप में नियुक्त किया था तथा उक्त अधिनियम की धारा 10 की उप धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय-निर्णयन हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को संदर्भित किया था ।

और जबकि न्यायमूर्ति श्री हृषिकेश बनर्जी ने 3-5-2006 को उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार छोड़ दिया था ।

अतः, अब, एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जाता है जिसका मुख्यालय कोलकाता में होगा तथा जिसके पीठासीन अधिकारी न्यायमूर्ति श्री सी.पी. मिश्रा होंगे एवं उपर्युक्त विवाद

को न्यायनिर्णयन के लिए उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निदेश के साथ संदर्भित किया जाता है कि न्यायमूर्ति श्री सी.पी. मिश्रा इस मामले में उस अवस्था से आगे कार्यवाही करेंगे जहां पर इसे न्यायमूर्ति श्री हृषिकेश बनर्जी ने छोड़ा था और तदनुसार उसका निपटान करेंगे।

[सं. एल-22012/11/2004-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

ORDER

New Delhi, the 6th March, 2007

S.O. 803.—Whereas the Central Government is of the opinion that an industrial dispute existed between the management of FCI and their workmen;

And whereas the Central Government is of the opinion that the above dispute involved a question of national importance and should be adjudicated by a National Industrial Tribunal;

And whereas the Central Government in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L-22012/11/2004-IR(C-II) dated 24-12-2004 with Headquarters at Kolkata and appointed Justice Shri Hrishikesh Banerji as its Presiding Officer and in exercise of the powers conferred by sub-section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication;

And whereas Justice Shri Hrishikesh Banerji relinquished the charge of the said National Industrial Tribunal on 3-5-2006;

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Kolkata with Justice Shri C. P. Mishra as its Presiding Officer and the above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri C. P. Mishra shall proceed in the matter from the stage at which it was left by Justice Shri Hrishikesh Banerji and dispose of the same accordingly.

[No.L. 22012/11/2004-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

आदेश

नई दिल्ली, 6 मार्च, 2007

क्र.आ. 804.—जबकि केन्द्रीय सरकार का यह मत है कि भारतीय खाद्य निगम के प्रबंधन और उनके कामगारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और जबकि केन्द्रीय सरकार का यह मत है कि उक्त विवाद में राष्ट्रीय महत्व का प्रश्न शामिल है और इसका न्याय-निर्णयन एक राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाना चाहिए;

और जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग

करते हुए श्रम मंत्रालय के आदेश संख्या एल-22012/400/2003 आई आर (सी-II) दिनांक 17-12-2004 द्वारा एक राष्ट्रीय न्यायाधिकरण गठित किया था जिसका मुख्यालय कोलकाता में था और न्यायमूर्ति श्री हृषिकेश बनर्जी को इसके पीठासीन अधिकारी के रूप में नियुक्त किया था तथा उक्त अधिनियम की धारा 10 की उप धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय-निर्णयन हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को संदर्भित किया था;

और जबकि न्यायमूर्ति श्री हृषिकेश बनर्जी ने 03-5-2006 को उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार छोड़ दिया था;

अतः, अब, एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जाता है जिसका मुख्यालय कोलकाता में होगा तथा जिसके पीठासीन अधिकारी न्यायमूर्ति श्री सी.पी.मिश्रा होंगे एवं उपर्युक्त विवाद को न्यायनिर्णयन के लिए उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निदेश के साथ संदर्भित किया जाता है कि न्यायमूर्ति श्री सी.पी.मिश्रा इस मामले में उस अवस्था से आगे कार्यवाही करेंगे जहां पर इसे न्यायमूर्ति श्री हृषिकेश बनर्जी ने छोड़ा था और तदनुसार उसका निपटान करेंगे।

[सं. एल-22012/400/2003-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

ORDER

New Delhi, the 6th March, 2007

S.O. 804.—Whereas the Central Government is of the opinion that an industrial dispute existed between the management of FCI and their workmen;

And whereas the Central Government is of the opinion that the above dispute involved a question of national importance and should be adjudicated by a National Industrial Tribunal;

And whereas the Central Government in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L-22012/400/2003-IR(C-II) dated 17-12-2004 with headquarters at Kolkata and appointed Justice Shri Hrishikesh Banerji as its Presiding Officer and in exercise of the powers conferred by Sub-section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication;

And whereas Justice Shri Hrishikesh Banerji relinquished the charge of the said National Industrial Tribunal on 03-05-2006;

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Kolkata with Justice Shri C. P. Mishra as its Presiding Officer and the above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri C. P. Mishra shall proceed in the matter from the stage

at which it was left by Justice Shri Hrishikesh Banerji and dispose of the same accordingly.

[No.L. 22012/400/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

आदेश

नई दिल्ली, 6 मार्च, 2007

का.आ. 805.—जबकि केन्द्रीय सरकार का यह मत है कि भारतीय खाद्य निगम के प्रबंधन और उनके कामगारों के बीच एक औद्योगिक विवाद विद्यमान है;

और जबकि केन्द्रीय सरकार का यह मत है कि उक्त विवाद में राष्ट्रीय महत्व का प्रश्न शामिल है और इसका न्याय-निर्णयन एक राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाना चाहिए;

और जबकि केन्द्रीय सरकार ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रम मंत्रालय के दिनांक 15-12-1998 के आदेश संख्या एल-22012/439/1995 आई आर (सी-II) द्वारा एक राष्ट्रीय न्यायाधिकरण गठित किया था जिसका मुख्यालय कोलकाता में था और न्यायमूर्ति श्री ए. के. चक्रवर्ती को इसके पीठासीन अधिकारी के रूप में नियुक्त किया था तथा उक्त अधिनियम की धारा 10 की उप धारा (1क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्याय-निर्णयन हेतु उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को संदर्भित किया था।

और जबकि न्यायमूर्ति श्री ए. के. चक्रवर्ती ने 31-12-1999 को उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार छोड़ दिया था;

और जबकि केन्द्रीय सरकार ने दिनांक 14-3-2000 के आदेश द्वारा राष्ट्रीय न्यायाधिकरण को पुनर्गठित किया था तथा न्यायमूर्ति श्री बी. पी. शर्मा को इसके पीठासीन अधिकारी के रूप में नियुक्त किया था;

और जबकि न्यायमूर्ति श्री बी.पी.शर्मा ने उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार 23-1-2003 को छोड़ दिया था;

और जबकि केन्द्रीय सरकार ने दिनांक 28-1-2004 के आदेश द्वारा राष्ट्रीय न्यायाधिकरण को पुनर्गठित किया था तथा न्यायमूर्ति श्री हृषिकेश बनर्जी को इसके पीठासीन अधिकारी के रूप में नियुक्त किया था;

और जबकि न्यायमूर्ति श्री हृषिकेश बनर्जी ने दिनांक 03-05-2006 को उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार छोड़ दिया था;

अतः, अब, एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया जाता है जिसका मुख्यालय कोलकाता में होगा तथा जिसके पीठासीन अधिकारी न्यायमूर्ति श्री सी.पी.मिश्रा होंगे एवं उपर्युक्त विवाद को न्यायनिर्णयन के लिए उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण

को इस निदेश के साथ संदर्भित किया जाता है कि न्यायमूर्ति श्री सी. पी. मिश्रा इस मामले में उस अवस्था से आगे कार्यवाही करेंगे जहां पर इसे न्यायमूर्ति श्री हृषिकेश बनर्जी ने छोड़ा था और तदनुसार उसका निपटान करेंगे।

[सं. एल-22012/439/1995-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

ORDER

New Delhi, the 6th March, 2007

S.O. 805.—Whereas the Central Government is of the opinion that an industrial dispute existed between the management of FCI and thier workmen;

And whereas the Central Government is of the opinion that the above dispute involved a question of national importance and should be adjudicated by a National Industrial Tribunal;

And whereas the Central Government in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1947) constituted a National Industrial Tribunal vide Ministry of Labour Order No. L-22012/439/1995-IR(C-II) dated 15-12-1998 with headquarters at Kolkata and appointed Justice Shri A. K. Chakraborty as its Presiding Officer and in exercise of the powers conferred by Sub-section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication;

And whereas Justice Shri A. K. Chakraborty relinquished the charge of the above National Industrial Tribunal on 31-12-1999;

And whereas Central Government vide order dated 14-3-2002 reconstituted the National Tribunal and appointed Justice Shri B. P. Sharma as its Presiding Officer.

And whereas Justice Shri B. P. Sharma relinquished the charge of the said National Industrial Tribunal on 23-1-2003;

And whereas Central Government vide order dated 28-1-2004 reconstituted the National Tribunal and appointed Justice Shri Hrishikesh Banerji as its Presiding Officer;

And whereas Justice Shri Hrishikesh Banerji relinquished the charge of the said National Industrial Tribunal on 03-05-2006;

Now, therefore, a National Industrial Tribunal is constituted with Headquarters at Kolkata with Justice Shri C. P. Mishra as its Presiding Officer and the above said dispute is referred to the above said National Industrial Tribunal for adjudication with a direction that Justice Shri C. P. Mishra shall proceed in the matter from the stage at which it was left by Justice Shri Hrishikesh Banerji and dispose of the same accordingly.

[No.L. 22012/439/1995-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

नई दिल्ली, 9 मार्च, 2007

का.आ. 806.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मार्च, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्र.स.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	जी.एच.ओ.	352	पठानकोट	गुरदासपुर
2.	काहनपुर	349	पठानकोट	गुरदासपुर
3.	हलौड़	352	पठानकोट	गुरदासपुर
4.	चांचेली	354	पठानकोट	गुरदासपुर
5.	रानीपुर	356	पठानकोट	गुरदासपुर
6.	भंबेल	227	पठानकोट	गुरदासपुर
7.	अलीजपुर	226	पठानकोट	गुरदासपुर
8.	कुठेर	375	पठानकोट	गुरदासपुर
9.	अखवाना	352	पठानकोट	गुरदासपुर

[संख्या एस-38013/08/2007-एस.एस-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 9th March, 2007

S.O. 806.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th March, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of PUNJAB namely :—

Sl. No.	Name of the Village	Had Bast No.	Tehsil	District
1	2	3	4	5
1.	GHO	352	Pathankot	Gurdaspur
2.	Kahanpur	349	Pathankot	Gurdaspur
3.	Heleth	352	Pathankot	Gurdaspur
4.	Chachelli	354	Pathankot	Gurdaspur
5.	Ranipur	356	Pathankot	Gurdaspur
6.	Bhanwal	227	Pathankot	Gurdaspur

1	2	3	4	5
7.	Azizpur	226	Pathankot	Gurdaspur
8.	Kuther	375	Pathankot	Gurdaspur
9.	Akhwana	352	Pathankot	Gurdaspur

[No. S-38013/08/2007-S.S.I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 9 मार्च, 2007

का.आ. 807.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मार्च, 2007 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्र.स.	राजस्व ग्राम का नाम व नगरपालिका सीमाएं	होबली	तालुक	जिला
1	2	3	4	5
1.	सरजापुरा	सरजापुरा	अनेकल	बेंगलूर
2.	बिल्लापुरा	सरजापुरा	अनेकल	बेंगलूर
3.	बुरगुटे	सरजापुरा	अनेकल	बेंगलूर
4.	अनेकल	कसाबा	अनेकल	बेंगलूर
5.	कल्लुबाल	जिगनी	अनेकल	बेंगलूर
6.	सुरगजक्कनहल्ली	कसाबा	अनेकल	बेंगलूर
7.	कमसांद्रा अग्रहारा	कसाबा	अनेकल	बेंगलूर
8.	कावल होसाहल्ली	जिगनी	अनेकल	बेंगलूर
9.	कैलासनहल्ली	जिगनी	अनेकल	बेंगलूर
10.	यारदनहल्ली	जिगनी	अनेकल	बेंगलूर
11.	यादवनहल्ली	अत्तिबेले	अनेकल	बेंगलूर
12.	चिक्कनागमंगला	सरजापुरा	अनेकल	बेंगलूर
13.	करिओबनहल्ली	यशवंतपुर	बेंगलूर उत्तर	बेंगलूर
14.	सिगेहल्ली	यशवंतपुर	बेंगलूर उत्तर	बेंगलूर
15.	कडाबगेरे	दासनपुरा	बेंगलूर दक्षिण	बेंगलूर
16.	नागदेवनहल्ली	केंगेरी	बेंगलूर दक्षिण	बेंगलूर
17.	वसंतपुर	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर

1	2	3	4	5
18.	अरेहल्ली	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
19.	अगारा	बेगूर	बेंगलूर दक्षिण	बेंगलूर
20.	ऐबूर	बेगूर	बेंगलूर दक्षिण	बेंगलूर
21.	बिकासीपुरा	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
22.	गनेकल	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
23.	चेनेन्नाहल्ली	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
24.	चेन्नासांद्रा	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
25.	वज्रहल्ली	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
26.	तालचट्टापुरा	उत्तरहल्ली	बेंगलूर दक्षिण	बेंगलूर
27.	चिक्कसंद्रा	यशवंतपुर	बेंगलूर दक्षिण	बेंगलूर
28.	सिद्धहल्ली	यशवंतपुर	बेंगलूर दक्षिण	बेंगलूर
29.	ज्ञानज्योति नगर	कंगेरी	बेंगलूर दक्षिण	बेंगलूर
30.	सोनप्पन हल्ली	चिक्कजाला	बेंगलूर उत्तर	बेंगलूर
31.	अनंतपुर	चिक्कजाला	बेंगलूर उत्तर	बेंगलूर
32.	मैलप्पन हल्ली	हेसरघट्ट	बेंगलूर उत्तर	बेंगलूर
33.	अडगान हल्ली	हेसरघट्ट	बेंगलूर उत्तर	बेंगलूर
34.	होरमाधु	के.आर.पुरम	बेंगलूर पूर्व	बेंगलूर
35.	कुंदला हल्ली	के.आर.पुरम	बेंगलूर पूर्व	बेंगलूर
36.	भारत हल्ली	वर्तुर	बेंगलूर पूर्व	बेंगलूर
37.	तबर हल्ली	वर्तुर	बेंगलूर पूर्व	बेंगलूर
38.	रामगौडन हल्ली	वर्तुर	बेंगलूर पूर्व	बेंगलूर
39.	मुन्नेकोलाल	वर्तुर	बेंगलूर पूर्व	बेंगलूर
40.	सिद्धापुर	वर्तुर	बेंगलूर पूर्व	बेंगलूर
41.	मिदिटगान हल्ली	बिदर हल्ली	बेंगलूर पूर्व	बेंगलूर
42.	बसवनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
43.	मैलानहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
44.	कन्नेगौडनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
45.	हैडालू गाँव	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
46.	अर्जुनबेट्टहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
47.	बैरसेट्टहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
48.	गुट्टेपाल्या	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
49.	कुलुवनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
50.	तिप्पगौडेनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
51.	टेप्पर बेगूर	कसाबा	नेलमंगला	बेंगलूर ग्रामीण

1	2	3	4	5
52.	हनुमंतपुरा	सोंपुर	नेलमंगला	बेंगलूर ग्रामीण
53.	येडीहल्ली	सोंपुर	नेलमंगला	बेंगलूर ग्रामीण
54.	दाबसपेट के.आई. ए.डी.बी	सोंपुर	नेलमंगला	बेंगलूर ग्रामीण
55.	दोड्डेरी	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
56.	गंगाधरपाल्या	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
57.	बयरनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
58.	बुदीहाल	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
59.	बोंम्मनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
60.	कंचनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
61.	क्विवेवपुरा	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
62.	देगनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
63.	भावीकोरे	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
64.	मल्लरबेनेवाडी	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
65.	कंपेनलिंगनहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
66.	येंटगानहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
67.	बिन्नमंगला	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
68.	दानोजीपाल्या	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
69.	तोणचिनकुप्पा	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
70.	हनुमनपाल्या	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
71.	चिक्कगोल्लरहट्टी	दासनपुर	नेलमंगला	बेंगलूर ग्रामीण
72.	नागशेट्टीहल्ली	कसाबा	नेलमंगला	बेंगलूर ग्रामीण
73.	टी. बूदीहाल	रूपनवाडी बेल्लारी		बेल्लारी
74.	सिरूवारा	बेल्लारी	बेल्लारी	बेल्लारी
75.	वेणी वीरापुर	बेल्लारी	बेल्लारी	बेल्लारी
76.	बी. गोनेहालु	बेल्लारी	बेल्लारी	बेल्लारी

[संख्या एस-38013/09/2007-एस.एस.1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 9th March, 2007

S.O. 807.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th March, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka namely :

S1. Name of the Revenue Village or Municipal Limits	Hobli	Taluk	District	1	2	3	4	5
1	2	3	4	5				
1. Sarjapura	Sarjapura	Anekal	Bangalore	27. Chikkasandra	Yeshwantpur	Bangalore North	Bangalore	
2. Billapura	Sarjapura	Anekal	Bangalore	28. Siddahalli	Yeshwantpur	Bangalore North	Bangalore	
3. Buragunte	Sarjapura	Anekal	Bangalore	29. Gana Jyothi Nagar	Kengeri	Bangalore South	Bangalore	
4. Anekal	Kasaba	Anekal	Bangalore	30. Sonappa Halli	Chikkajala	Bangalore North	Bangalore	
5. Kallubala	Jigani	Anekal	Bangalore	31. Ananthapura	Chikkajala	Bangalore North	Bangalore	
6. Suragajakanahalli	Kasaba	Anekal	Bangalore	32. Mylappanahalli	Hesaraghatta	Bangalore North	Bangalore	
7. Kammasandra Agrahara	Kasaba	Anekal	Bangalore	33. Adagannahalli	Hesaraghatta	Bangalore North	Bangalore	
8. Kaval Hosahalli	Jigani	Anekal	Bangalore	34. Horamavu	K. R. Puram	Bangalore East	Bangalore	
9. Kylasanahalli	Jigani	Anekal	Bangalore	35. Kundalahalli	K.R. Puram	Bangalore East	Bangalore	
10. Yarandahalli	Jigani	Anekal	Bangalore	36. Marathahalli	Varthur	Bangalore East	Bangalore	
11. Yadavanahalli	Attibele	Anekal	Bangalore	37. Tabarahalli	Varthiur	Bangalore East	Bangalore	
12. Chikkanagamangala	Sarjapura	Anekal	Bangalore	38. Ramagondanahalli	Varthur	Bangalore East	Bangalore	
13. Kariobanahalli	Yeshwantpur	Bangalore North	Bangalore	39. Munnekolala	Varthur	Bangalore East	Bangalore	
14. Seegehalli	Yeshwantpur	Bangalore North	Bangalore	40. Siddapura	Varthur	Bangalore East	Bangalore	
15. Kadabagere	Dasanapura	Bangalore North	Bangalore	41. Mittiganahalli	Bidarahalli	Bangalore East	Bangalore	
16. Nagadevanahalli	Kengeri	Bangalore South	Bangalore	42. Basavanahalli	Kasaba	Nelamangala	Bangalore Rural	
17. Vasanthapura	Uttarahalli	Bangalore South	Bangalore	43. Mylanahalli	Kasaba	Nelamangala	Bangalore Rural	
18. Archalli	Uttarahalli	Bangalore South	Bangalore	44. Kamegowdana-halli	Kasaba	Nelamangala	Bangalore Rural	
19. Agara	Begur	Bangalore South	Bangalore	45. Hydalu Village	Kasaba	Nelamangala	Bangalore Rural	
20. Ibur	Bgur	Bangalore South	Bangalore	46. Arjunabettahalli	Kasaba	Nelamangala	Bangalore Rural	
21. Bikasipura	Uttarahalli	Bangalore South	Bangalore	47. Byrashettyhalli	Kasaba	Nelamangala	Bangalore Rural	
22. Ganakal	Uttarahalli	Bangalore South	Bangalore	48. Guttepalya	Kasaba	Nelamangala	Bangalore Rural	
23. Channarahalli	Uttarahalli	Bangalore South	Bangalore	49. Kuluvanahalli	Kasaba	Nelamangala	Bangalore Rural	
24. Channasandra	Uttarahalli	Bangalore South	Bangalore	50. Thippagondanahalli	Kasaba	Nelamangala	Bangalore Rural	
25. Vajrahalli	Uttarahalli	Bangalore South	Bangalore	51. Theppada Begur	Kasaba	Nelamangala	Bangalore Rural	
26. Talaghattapura	Uttarahalli	Bangalore South	Bangalore	52. Hanumanthapura	Somapura	Nelamangala	Bangalore Rural	

1	2	3	4	5	1	2	3	4	5
53.	Yedehalli	Somapura	Nelamangala	Bangalore Rural	65.	Kempalingana-halli	Kasaba	Nelamangala	Bangalore Rural
54.	Dobaspet, KIADB, I/A	Somapura	Nelamangala	Bangalore Rural	66.	Yentegana-halli	Kasaba	Nelamangala	Bangalore Rural
55.	Dodderi	Kasaba	Nelamangala	Bangalore Rural	67.	Bimmamangala	Kasaba	Nelamangala	Bangalore Rural
56.	Gangadharpalya	Kasaba	Nelamangala	Bangalore Rural	68.	Danojipalya	Kasaba	Nelamangala	Bangalore Rural
57.	Byranahalli	Kasaba	Nelamangala	Bangalore Rural	69.	Thonachinakuppa	Kasaba	Nelamangala	Bangalore Rural
58.	Budihalli	Kasaba	Nelamangala	Bangalore Rural	70.	Hanumanapalya	Kasaba	Nelamangala	Bangalore Rural
59.	Bommanahalli	Kasaba	Nelamangala	Bangalore Rural	71.	Chikkagollarhatti	Dasanapura	Nelamangala	Bangalore Rural
60.	Kenchana-halli	Kasaba	Nelamangala	Bangalore Rural	72.	Nagashettyhalli	Kasaba	Nelamangala	Bangalore Rural
61.	Visweswapura	Kasaba	Nelamangala	Bangalore Rural	73.	T. Boodihal	Rupanwadi	Bellary	Bellary
62.	Degana-halli	Kasaba	Nelamangala	Bangalore Rural	74.	Siruvara	Moka	Belary	Bellary
63.	Bhavikere	Kasaba	Nelamangala	Bangalore Rural	75.	Veni Veerapur	Bellary	Bellary	Bellary
64.	Mallarabenewadi	Kasaba	Nelamangala	Bangalore Rural	76.	B. Gonehalu	Bellary	Bellary	Bellary

[No. S-38013/09/2007-S.S.I]

S. D. XAVIER, Under Secy.